

# Haunted Robbie's Canal Boat Tour

## Passenger Liability Release

**Thursday, October 17<sup>th</sup>, 2013**

I, as a parent/guardian/individual (hereinafter referred to as "Adult(s)"), and the minor children (hereinafter referred to as "Participants") whose signatures are below, understand Robbie's Haunted Canal Boat Tour has inherent risks and dangers associated perils of the sea; equipment failure; and risks associated with boat travel to and from the dock. I specifically assume such risks.

We affirm that all Participants are physically fit to load and unload the boat and neither the Participants nor Adult(s) will hold Robbie's of Islamorada or the Captains/Crew of the vessels, responsible if the participants are injured as a result of heart problems, lung problems, or other illnesses or medical problems which may occur while a passenger on the boat.

Participants will obey all rules while on board. Participants acknowledge that not obeying all rules is a violation of the safety rules for which Participants assume the risk.

If participants become distressed on board, Participants will alert the Captain/Crew immediately for assistance.

Participants and Adult(s) fully understand and are aware that Robbie's of Islamorada has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and/or phone and that treatment will be delayed until Participants can be transported to a proper medical facility.

Participants and Adult(s) understand Captains/Crew have a duty to exercise reasonable care for my own safety and agree to do so.

Participants further state that they are of lawful age and legally competent to sign this liability release, or have acquired the written consent of Adult(s). Participants and Adult(s) understand the terms herein are contractual and not a mere recital, and those that they have signed this agreement of their own free act and with the knowledge that they hereby agree to waive their legal rights. Participants and Adult(s) further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be constructed as though the un-enforceable provision has never been contained herein.

Participants and Adult(s) understand and agree that they are not only giving up their right to sue the Released Parties but also any right their heirs, assigns, or beneficiaries may have to sue the Release Parties resulting from Participants' death. Participants and Adult(s) further represent they have the authority to do so and that their heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of their representations to the Released Parties.

Participants and Adult(s) have read the foregoing in its entirety and agree to the terms and conditions hereinabove set forth on behalf of their heirs, personal representatives and themselves.

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Participants and Adult(s), by this instrument agree to exempt and release the Released Parties from any and all liability for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the Release Parties, whether passive or active.

Participants and Adult(s), have full informed themselves and their heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before they signed it on behalf of themselves and their heirs.

This agreement is for the Haunted Robbie's held by Robbie's of Islamorada on October 17<sup>th</sup>, 2013. Although possibly signed on a different date by the Participants and Adult(s), this agreement is active for Thursday, October 17<sup>th</sup>, 2013.

**Participants:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Local Accommodations: \_\_\_\_\_

Home Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_