

FOUR KEYS CHARTERS FISHING CAMP Minor Participant Waiver Release Form, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS. 1. Definitions. The undersigned individual and his/her parent or legal guardian shall be referred to hereinafter as "Participant". "Released Parties" means FOUR KEYS CHARTERS LLC., FOUR KEYS CHARTERS FISHING CAMP and their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means each and every activity the Participant engages in directly or indirectly through Released Parties, including but not limited to: guided fishing, classroom instruction, eco tour, and fishing tournament. 2. Risks of Activity. The Participant agrees and understands that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Participant acknowledges that the Activity is inherently dangerous and fully realizes the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. THE PARTICIPANT ACKNOWLEDGES AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. 3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Participant agrees as follows: (a) Release. THE PARTICIPANT HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, or which may develop in the future, which the Participant, has or will have or which could be asserted on behalf of the Participant in connection with the Participant's participation in the Activity. (b) Indemnification. The Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Participant shall survive the period of the Participant's participation in the Activity. (c) Assumption of Risk. The Participant agrees and understands that there are dangers and risks associated with participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity. By signing this document, the Participant recognizes that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. 4. Minor Acknowledgment. In the case of a minor Participant, the parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also

waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant. 5. Miscellaneous. The Participant further agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Florida, and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be the state courts located in Sarasota County, Florida, and Participant expressly agrees and consents to jurisdiction in said courts; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Participant understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Participant that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Participant. 6. Attorney Fees. In the event that Released Parties retain the services of an attorney for the purpose of enforcing the terms of this Agreement or for disputes arising out of any of the subjects contemplated herein, Released Parties will be entitled to reasonable attorney fees related to such services upon prevailing. I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Name of Participant:

_____.

Date _____.

_____.

Printed Name of parent/guardian:

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Signature of parent/guardian: