



## Indemnity, Release of Liability & Waiver Agreement

This Indemnity and Waiver Agreement ("Agreement") is executed on the date signed below between:

**Cruise Company:** Cruise Jacksonville, LLC, (Hereafter "Company"), VADA, LLC (Hereafter "Yacht Owner"), Lambs Yacht Center, (Hereafter "Marina").

**Charterer:** \_\_\_\_\_ **Date of cruise:** \_\_\_\_\_

**Passenger/Participant:** \_\_\_\_\_ (passenger # \_\_\_\_ of \_\_\_\_ (max 6)

**Parent (must sign if under 18):** \_\_\_\_\_ Parent on board yes / no

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ ( Hereafter "Passenger")

This Agreement applies to all passenger activities aboard Company vessels, at Company and public and private docks and marinas during boarding and disembarking operations, and during all related events.

**I understand:** no animals, no weapons, no cooking, no smoking, no illegal drugs (including marijuana), no open flames, and no shoes on the boat (please bring socks - shoes will be collected upon boarding). The staterooms will be locked and are not available for use.

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### 1. Acknowledgment of Risk

Passenger acknowledges that boating involves inherent risks, including but not limited to:

- Slippery or uneven surfaces - **no shoes on the boat (please bring socks - shoes will be collected upon boarding)**
- Vessel movement due to boat operation, waves, wakes, or weather
- Boarding and disembarking hazards
- Risk of falling, collision, or capsizing (rare but possible)
- Exposure to natural elements (sun, heat, rain, wind)
- Risks associated with alcohol consumption
- Accidents or injuries caused by the actions of Passenger or other passengers.
- Passenger understands these risks and voluntarily chooses to participate.
- Passenger acknowledges that the vessel has steps all around and to board and move from space-to-space passengers must have the ability to climb up and down steps without assistance.
- Passenger agrees to notify the Company upon booking about any accessibility needs so appropriate boarding and safety arrangements can be made.
- Possibility of death or injury arising from swimming, kayaking, or the use of dinghies, slides, snorkels, masks or other equipment provided by Charterer.

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### 2. Assumption of Risk

Passenger knowingly and freely assumes **all risks**, both known and unknown, associated with being on the vessel or participating in cruise activities, whether caused by:

- Passenger's own actions
- Actions of other passengers

- Unsafe behavior
  - Weather or water conditions
  - Equipment failure
  - Interaction with docks, ramps, or marine structures
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### **3. Release of Liability**

To the fullest extent permitted by **Florida law and U.S. maritime law**, Passenger releases and discharges the Company, its owners, employees, captains, crew, contractors, and agents from any and all claims for:

- Personal injury or death
- Property loss or damage
- Emotional distress
- Economic or consequential loss

This release applies **even if caused by ordinary negligence** of the Company or its personnel.

This release does **not** apply to claims arising from:

- Gross negligence
  - Willful misconduct
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### **4. Indemnification & Hold Harmless**

Passenger agrees to indemnify and hold harmless Company, Yacht Owner and Marina from all claims, damages, losses, liabilities, and attorney fees arising out of:

- Passenger's actions or negligence
- Passenger's violation of the law and Company rules
- Damage caused by Passenger to the vessel or equipment
- Passenger's consumption of alcohol or impairment
- Passenger's failure to follow crew instructions

If Passenger causes damage to the vessel, equipment, or other property, Passenger agrees to pay for all repair or replacement costs.

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### **5. Compliance With Crew Instructions**

The Charter Company maintains U.S. Coast Guard–approved emergency equipment onboard, including life jackets, fire extinguishers, first-aid kits, and communication devices.

Passenger agrees to follow all lawful instructions from the captain and crew regarding:

- Safety procedures
- USCG-approved life jacket must be worn while being towed (provided).
- Children under 6 must wear USCG-approved life jacket while underway.
- Seating and movement while underway
- Alcohol consumption rules
- Boarding/disembarking
- Emergency instructions
- Participate in any safety briefing conducted prior to departure.
- Keep aisles, exits, and safety equipment areas clear at all times.

In the event of a medical emergency, the captain will take appropriate action, including returning to port or contacting emergency services.

Failure to follow instructions may result in removal from the vessel

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### **6. Smoking, Alcohol, Drugs & Impairment**

Passenger agrees:

- No smoking
- No illegal drugs are permitted onboard (including marijuana - illegal onboard USCG vessel)

- Alcohol may only be consumed by guests age 21+
- Crew may refuse alcohol service at any time
- Intoxicated passengers may be restricted for safety purposes

Passenger assumes all risks associated with consumption of alcohol while onboard.

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## 7. Medical Conditions

Passenger certifies they are physically able to safely participate and have disclosed any medical conditions that may affect participation.

Passenger understands:

- That the vessel has steps all around and to board and move from space-to-space passengers must have the ability to climb up and down steps without assistance. The vessel may be some distance from medical facilities
  - Response time in emergencies may be delayed due to location
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## 8. Children & Minors

For minors under 18:

- Parent/guardian must sign this Agreement on the minor's behalf
  - Minor must be supervised at all times
  - children under six (6) must wear a USCG-approved life jacket when on deck while on vessels under 26 feet that are underway
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## 9. Personal Property

Passenger understands the Company is **not responsible** for loss or damage to:

- Phones (don't hang over the edges)
- Cameras
- Jewelry
- Clothing
- Bags or other personal items
- No pets are allowed.

Passenger brings all personal property aboard at their sole risk.

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## 10. Governing Law

This Agreement is governed by:

- **U.S. maritime law** (general maritime law)
- **Florida state law**, to the extent not preempted

Venue for any dispute shall be Duval County in Florida where the vessel primarily operates.

The Florida Limitation of Liability Act and applicable maritime law govern passenger injury claims.

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## 11. Consent to Photography (Optional)

Passenger grants the Company permission to capture photos and video of the vessel and charter event for internal documentation and safety purposes.

- Passenger authorizes the Company to use images for marketing, website, and promotional materials.
- Passenger declines marketing usage; photos/videos will be used only for safety and internal records.

Passengers who do not wish to be photographed should notify the crew upon boarding.

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## 12. Severability

If any part of this Agreement is found unenforceable, the rest shall remain in full effect.

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### 13. Certification of Understanding

Passenger certifies that they:

- Have read this Agreement in full
- Understand the rights being waived
- Acknowledge and sign voluntarily and without coercion
- This Agreement was provided prior to this date on the Cruise Jacksonville web-site.
- The Passenger was given prior notice of the requirement to sign this document by Charterer.

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### 13. Insurance Company required document:

#### CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **Cruise Jacksonville/VADA** (i) for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

#### ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) **specific activities to be listed that are not mentioned above** (ii)

Initials (iii) \_\_\_\_\_

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

Initials \_\_\_\_\_

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials \_\_\_\_\_

#### CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the [**Cruise Jacksonville/VADA/Lambs Yacht Center** (iv) to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a

result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials \_\_\_\_\_

This Agreement shall be governed by the laws of **United States, State of Florida** (v) Any legal action relating to or arising out of this agreement against or with respect to **Cruise Jacksonville/VADA/Lambs Yacht Center** (vi) shall be commenced exclusively in **United States, State of Florida** (vii). Any legal action relating to or arising out of this Agreement against or with respect to **Cruise Jacksonville/VADA/Lambs Yacht Center** (viii) affiliated or related companies shall be commenced exclusively in the **United States, State of Florida** (ix). I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

Initials \_\_\_\_\_

I HEREBY RELEASE **Cruise Jacksonville/VADA/Lambs Yacht Center** (x) THEIR AFFILIATED AND RELATED COMPANIES (Marinas), THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials \_\_\_\_\_

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND IDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

## 14. Signatures

**Passenger/Parent/Guardian (if applicable):**

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

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

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