

LIABILITY WAIVER
Passenger Release of Liability and Assumption of Risk Agreement
READ BEFORE SIGNING

Name / Description of Activity or Event _____

In consideration of being allowed to participate in boatbuilding activities and to use the Equipment provided by HLS Property Management, LLC ("HLS"), or as a subcontractor to other organizations, including the Apalachicola Maritime Museum, Inc. and including such other organizations (collectively, the "Outfitter"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the risks and nature of power and hand tool use and related activities involved in boatbuilding, including, without limitation, physical handling of wood, use of epoxies, solvents, paints, and other items, materials, tools and activities related thereto (collectively, the "Activities"), confirm that I am physically and mentally capable of performing the Activities and participating in the activities, and agree to comply with the terms and conditions of the Contract as well as any rules regarding participation in such Activities. I further agree and warrant that if at any time I believe the conditions related to the Activities to be unsafe, I will immediately discontinue further participation in the Activities. If I decide to leave early and not complete the Activities as planned, I assume all risks inherent in my decision to leave.

2. FULLY UNDERSTAND that my participation in the Activities generally INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively, "RISKS"), and that these Risks and dangers may be foreseeable or unforeseeable, caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the weather or other conditions under which the Activities take place, or THE NEGLIGENCE OF THE OUTFITTER ITS AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, SPONSORS AND, IF APPLICABLE, OWNERS AND LESSORS OF THE PREMISES OR PROPERTY ON WHICH THE ACTIVITIES TAKE PLACE, AND ALL OF THEIR RESPECTIVE OFFICERS, OWNERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS (collectively, the "Releases). I FULLY UNDERSTAND AND ACKNOWLEDGE THAT THE AFOREMENTIONED RISKS, DANGERS AND HAZARDS AND ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation.

3. HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND INDEMNIFY SAVE, AND HOLD HARMLESS FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, DAMAGE OR COST INCURRED, THE OUTFITTER AND OTHER RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, WRONGFUL DEATH, LOSS OF SERVICES, LOSS PROFITS, CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR OTHER DAMAGES WHICH MAY ARISE OUT OF OR OCCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO NEGLIGENT RESCUE AND/OR FIRST-AID OPERATIONS, TO THE GREATEST EXTENT ALLOWED BY LAW.

4. MY SIGNATURE ON THIS LIABILITY WAIVER OR THE CORRESPONDING RENTAL AGREEMENT INDICATES THAT I HAVE, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT, THE RENTAL AGREEMENT AND THE TERMS AND CONDITIONS, THAT I

HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. **I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OUTFITTER AND OTHER RELEASEES.** I agree that if any term set forth in this document is found to be unenforceable, such term shall be deemed severed from this document and the remainder of the document shall remain in full force and effect.

FOR PARENTS/GUARDIANS OF MINOR PASSENGERS (UNDER AGE 18 AT TIME OF REGISTRATION)

To the extent I am consenting on behalf of a minor, I certify that I am the minor's parent/guardian with legal responsibility for this minor Participant, and do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incident to this minor's involvement or participation in the the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

#	Name of responsible party	Street Address	City, State, Zip	Birth Date	Phone #	Signature
1						
	Name and birthdate of minor for whom I assert legal responsibility :					
2						
	Name and birthdate of minor for whom I assert legal responsibility :					
3						
	Name and birthdate of minor for whom I assert legal responsibility :					
4						
	Name and birthdate of minor for whom I assert legal responsibility :					
5						
	Name and birthdate of minor for whom I assert legal responsibility :					

#	Name of responsible party	Street Address	City, State, Zip	Birth Date	Phone #	Signature
6						
	Name and birthdate of minor for whom I assert legal responsibility :					
7						
	Name and birthdate of minor for whom I assert legal responsibility :					
8						
	Name and birthdate of minor for whom I assert legal responsibility :					
9						
	Name and birthdate of minor for whom I assert legal responsibility :					
10						
	Name and birthdate of minor for whom I assert legal responsibility :					
11						
	Name and birthdate of minor for whom I assert legal responsibility :					
12						
	Name and birthdate of minor for whom I assert legal responsibility :					
13						
	Name and birthdate of minor for whom I assert legal responsibility :					