BOAT TRAVEL - RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH BOAT TRAVEL AND RELATED ACTIVITIES

I hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with Boat Travel and fishing that include being finned, bit, slashed, stabbed, burnt, broken, dismembered, disfigured, drowned or killed. I fully understand that these risks can lead to severe injury and even loss of life. I understand that boat travel may be conducted at a site that is remote from competent medical assistance, nevertheless, I choose to proceed even in the absence of competent medical assistance. Additionally, I understand that there are also risks associated with boat travel, including, but not limited to slip and fall aboard and the possible injury or loss of life as a result of a boat accident. Despite the potential hazards and dangers associated with the activity of Boat Travel, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from these activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Boat Travel as well as the use of any of the facilities of the below listed releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees):

   (Vessel Name) Sundancer ___________________ Safari IV ______________ Pride of the Carolinas ________________

   (Facility) Coastal Scuba/Little River Fishing Fleet _______________________________________________________

   (Others) Coastal Scuba, Plantation Inn Inc, Sea Safari LLC, Sea Safari Investments LLC, Little River Fishing Fleet

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Boat Travel whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Boat Travel and related activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature Of Participant ________________________________ Date ____________________________

Witness (Name) ______________________________________Signature ________________________________

Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have. ________________________________________________ Date ____________________________

CUSTOMER SURVEY

HOW DID YOU FIND OUT ABOUT LITTLE RIVER FISHING FLEET?

word of mouth _____________________ internet ____________________ phone book __________________ in room publication __________________ monster coupon ____________________________

sunny day _______________________________ rack cards ___________________ drive by ____________________________ other ____________________________

Service from staff member that took your reservation ______poor ______ 2 ______ 3 ______ 4 ______ 5 excellent

Was staff able to answer your questions and provide you with proper info ______poor ______ 2 ______ 3 ______ 4 ______ 5 excellent

Would you like to be added to our email list for special discounts, photos, etc ______yes ______ no

email address __________________________________________