



**RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND
INDEMNIFICATION
AGREEMENT**



BLACKSAM CHARTERS

Please read ALL PAGES carefully and sign.

1. ACTIVITY AND ASSOCIATED RISKS:

I have chosen to participate in one or more of the following activities:

Mark Activity with X

Lagoon Day Fishing		Deep Sea Fishing	
Lagoon Night Fishing		Water Tube Ride	
Wakeboarding		Boat Cruises	
Water skiing		Water toy rental for own use	

I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: unpredictable ocean currents, unpredictable weather changes, unpredictable water traffic, hypothermia, injuries from my lack of fitness or conditioning, equipment failures, negligence of others, and drowning or death
- as a consequence of these risks, I may be seriously injured;
- sea rescue facilities, hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during the Activity;
- BlackSam Charters assumes no responsibility for injuries or losses during the Activity, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely accept the above-mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the "Activity", including any injury or loss caused by the negligence of third parties and other activity participants. I also understand that any equipment that I rent or use from BlackSam Charters, I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby **RELEASE BlackSam Charters**, their respective employees and the providers of any equipment used in the Activity **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occurred during the Activity.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defence costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity (Skipper), including **WEARING A LIFE VEST OR PERSONAL FLOTATION DEVICE** whenever I am entering the water or instructed to do so by the Activity leader (Skipper).

6. INDEPENDENT CONTRACTORS: I acknowledge that BlacmSam Charters has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

7. USE OF MY LIKENESS: I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to BlackSam Charters and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by South African law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with South African law, without any reference to its choice of law rules. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Name of Participant	Signature	Date

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that South African law does not permit to be excluded by agreement.

Parent/Responsible Adult Name: _____

(Relationship): _____

Name of Minor Participant	Signature	Date