![C:\Users\Bronson Rivera\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\S8L7I13C\CartoonShark[1].gif]() **Amelia Shark tooth Adventures, L.L.C.**

 **Waiver and Release from Liability**

In consideration of the risk of injury while participating in this shark tooth eco-tour and for consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights ,claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge Amelia Shark Tooth Adventures, L.L.C. located at 2671 1st Avenue, Fernandina Beach. Fl, 32034 their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from the event related to this activity. I am voluntarily participating in the aforementioned activity and am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity which may include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, (including paralysis), economical or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others negligence, conditions related to travel, or other conditions of the activity locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity, including travel to and from this activity. I agree to indemnify and hold harmless Amelia Shark Tooth Adventures, L.L.C. against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Amelia Shark Tooth Adventures, L.L.C. incurs any of these types of expenses, I agree to reimburse Amelia Shark Tooth Adventures, L.L.C. I acknowledge that Amelia Shark Tooth Adventures ,L.L.C. and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts of failures to act of any party or entity conducting a specific event or activity on behalf of Amelia Shark Tooth Adventures, L.L.C.. I acknowledge that that this activity may involve a test of a person’s physical and mental limits and may carry with it the potential, for death, personal injury, and property loss. The risks may include but are not limited to, caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and /or producers of the event. I acknowledge that I have read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge Amelia Shark Tooth Adventures, L.L.C. and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns form any and all clams or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Amelia Shark Tooth Adventures, L.L.C. for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Amelia Shark Tooth Adventures, L.L.C., its agents and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as the result of such treatment. I am aware and understand that I should carry my own health insurance. I agree to be liable in the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect, or recklessness and will incur costs for any of said damages. This agreement was entered into at arm’s length, without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Amelia Shark Tooth Adventures, L.L.C. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact Relationship Contact Number**

I the undersigned participant affirm that I am of age 18 or older and that I am freely signing this agreement. I certify that I have read the agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Participants Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Parent Guardian Waiver for Minors**

In the event that the participant is under the age of 18 years old then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent/guardian of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ named above and do hereby give my consent without reservation to the forgoing on behalf of this individual.

**Parent/Guardian Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relationship to Minor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**