



Freedom
Excursions



**Guest Waiver,
Release,
Assumption of Risks, and Indemnity**

BEFORE SIGNING BELOW, PLEASE CAREFULLY READ THE FOLLOWING GUEST WAIVER, RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY ("Waiver"). NO GUEST WILL BE ALLOWED TO PARTICIPATE (described below) WITHOUT SIGNING THIS WAIVER. IF YOU DO NOT WISH TO SIGN YOU MAY NOT BE ALLOWED TO PARTICIPATE.

AS PART OF THE LAWFUL CONSIDERATION I am tendering to Freedom Excursions, Apollo Beach, a Florida Non-Profit Corporation, (collectively, "Operator") for granting me the right to board any sailing vessel or other vessel operated by Operator ("Vessel") and to participate in any trip or cruise ("Excursion"). I, the undersigned, do hereby agree and acknowledge as follows:

- _____ 1. I execute this Waiver with the intent of binding all my heirs, legal representative and assigns.
- _____ 2. I agree to conduct myself properly during the trip, exercising due care, including but not being limited to the amount of alcohol I may consume during the trip (if allowed), and agree to be personally responsible for any damage (to the Operator, Team Leader, Vessel, equipment or other guests) that may result from my actions.
- _____ 3. I understand that any trip upon the water involves certain inherent risks to my person, including but not being limited to events caused by the forces of nature, the inability to evacuate the Vessel, the inability to return to land, or otherwise. I am voluntarily participating in the trip with knowledge of the dangers involved. Further, I fully understand that the Vessel has limited medical facilities (if any) and that in the event of illness or injury, appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical care facility. I agree in advance to these conditions and limitations.
- _____ 4. I hereby knowingly waive any claim (against the Operator, Team Leader, Vessel and the owner of the Vessel) that may arise from my and my children's participation in the Excursion, regardless of whether such claim arises out of contract, common, or civil law and regardless of one's negligence or gross negligence (hereafter, "Claims"); I hereby release the Operator, Team Leader, Vessel, and the owner of the Vessel from any such Claims; I hereby assume the risk of any such Claims; and I hereby agreed to defend, indemnify, and otherwise hold harmless the Operator, Team Leader, Vessel, and the owner of the Vessel against any such Claims.
- _____ 5. I execute this Waiver for the benefit of the Operator, Team Leader, Vessel, the owner of the Vessel, and all of their agents, employees, representatives, successors, heirs and assigns.
- _____ 6. I am of lawful age (18 years) and legally competent to sign this Waiver and/or I am signing as the parent or legal guardian of any minors accompanying me.
- _____ 7. I understand that the terms of this Waiver are contractual and not mere recitals, and that I have signed this Waiver of my own free act.
- _____ 8. I agree that photos or a video might be taken during the trip and I give my permission to Freedom Excursions (only) to post

Signature

Date

EMAIL: If you would like to receive information about future events and trips.

Your safety and complete enjoyment of our services is our foremost goal.
You can email the completed forms to info@FreedomExcursions.org

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