RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DATE: ____________________________
TIME: ____________________________
PURPOSE OF CHARTER: Pleasure Cruising Excursion

The Date, Time, and Purpose collectively referred to as the (“CHARTER EVENT”)

IN CONSIDERATION of being permitted to board the “Wildest Dream”, EACH OF THE
UNDERSIGNED (“Releasor”), for himself or herself, his or her personal representatives, heirs, and next of
kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon boarding HEREBY
RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Vista Yacht Charters, LLC,
the boat owners, lessees, crew members, any other persons regarding the CHARTER EVENT(S) and each
of them, their directors, officers, agents and employees, all for the purpose herein referred to as
“Releasees,” FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives,
assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR
DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR
RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE
CHARTER EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR
OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each
of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related
to the CHARTER EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR
OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR
PROPERTY DAMAGE arising out of or related to the CHARTER EVENT(S) whether caused by the
NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY acknowledges that THE ACTIVITIES OF THE CHARTER EVENT(S) ARE
POTENTIALLY DANGEROUS and involve the risk of serious injury and/or death and/or property
damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY
BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES
OF THE RELEASEES.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity
Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE
OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the United States
State in which the CHARTER EVENT(S) is/are conducted and that if any portion thereof is held invalid,
it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I
HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY
AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE
BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND
UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED
BY LAW.

________________________________________
Signature of Releasor

________________________________________
Signature of parent or guardian signing for Releasor under 18 years of age.  Releasor name