

Ohana Charters

Ohana Charters
500 Piney Narrows Road, Chester, Maryland 21619
(443) 223-8425
Sailing.Yacht.Ohana@gmail.com
www.sailingyachtohana.com

Waiver

Name of Guest: _____

Address: _____

City: _____ State: _____ Zip: _____

Medical Conditions/Allergies: _____

Emergency Contact: _____ Phone: _____

1. I wish to participate as a passenger on a recreational charter boat ride being operated by Ohana Charters (the "Boat Ride") and I acknowledge that my participation in the Boat Ride is completely voluntary.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING, including but not limited to equipment failure, perils of the sea, harm caused by other vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks.
3. I fully assume responsibility for my own safety (including, without limitation, following all directions of the boat's captain and crew) while participating in the Boat Ride and verify that I am physically able to participate.
4. I assert that I am a capable swimmer or will wear a USCG approved flotation device.
5. I fully understand that the involved boat does not have medical facilities 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 facility. I agree in advance to these conditions.
6. No person associated with Ohana Charters has made any express or implied representation to me that they or the boat's crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold any person or entity responsible for their actions in attempting the performance of rescue or first aid.
7. Having read this waiver, I agree to RELEASE from LIABILITY and HOLD HARMLESS Ohana Charters, along with its respective officers, directors, employees, owners, members, managers, affiliates, agents, representatives, attorneys, heirs, personal representatives, successors and assigns, all individuals associated with the Boat Ride, and all individuals and entities having an interest in the boat being used for the Boat Ride, from any and all liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action of any kind or character, of any type or nature whatsoever (including negligence) arising out of the Boat Ride.
8. For evening charters there will be zero tolerance (and \$1000 fine) for jumping off the boat. In addition to the fine, you will also be promptly returned to the dock and no refund will be provided for your group.
9. Ohana Charters has a zero-tolerance drug rule. No drugs of any kind are permitted on the vessel.
10. **There will be no spray on sunscreen or sunscreen containing AVOBENZONE**
11. Waiver must be completed by all parties before leaving the dock. Any unsigned waiver will result in refusal of services.
12. I authorize Ohana Charters to use any photographs, personal narrative, interviews, audio and/or video recording of my participation in the Boat Ride for any and all purposes.
13. I certify that I have read this document and agree with its contents.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____