

Liability Waiver

All passengers on Pineapple Boat Tours must review and agree to the following. Each passenger must submit the signed form before being admitted on the boat. Signed forms can be emailed

to pineappleboattours@gmail.com

or turned in upon boarding the vessel.

Please carefully read this document.

1. I, the undersigned, understand that boating has significant, inherent and potentially unforeseen risks. By signing below I, on behalf of myself, spouse (if any), children (if any), heirs, executors, administrators, and representatives, hereby fully and unconditionally release, waive, forever discharge **Pineapple Boat Tours** and any and all of its owners, members, employees, agents, volunteers, officers, personnel, representatives, affiliates, successors and assigns (referred to hereafter, individually and collectively, as “Pineapple Boat Tours”) from, **and agree not to sue** Pineapple Boat Tours for, any and all liabilities, rights, claims, demands, lawsuits, actions, responsibilities, obligations, duties, disputes, and damages of any kind or nature, whether known or unknown, arising out of or related to my entry upon and use of any and all yachts, boats, vessels or other property owned or under the control of Pineapple Boat Tours and/or arising out of or related to any participation in any and all charter event(s) of Pineapple Boat Tours and other services of Pineapple Boat Tours, whether relating to or occurring prior to, during, or after boarding, using or entering upon any yachts, boats, vessels or other property owned or under the control of Pineapple Boat Tours or whether relating to or occurring prior to, during or after participating in any charter event or using any other service of Pineapple Boat Tours, or at any other time or during any other activity or occurrence of any kind or nature whatsoever. Furthermore I agree not to assert any claim or action against Pineapple Boat Tours on account of, arising out of or in connection with any and all personal injuries, including but not limited to serious bodily harm or death, nor on account of, arising out of or in connection with any losses or damages to me or my property, that arise out of or are related to my entry upon and use of any and all yachts, boats, vessels or other property owned or under the control of Pineapple Boat Tours and/or arising out of or related to my participation in the charter event(s) or use of any other Pineapple Boat Tours services; and I hereby assume all risks of injury, death, loss or damage to my person or property related to any of the foregoing. I fully understand that all charter event(s) may carry risk and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss and/or death. Swim at your own risk.
2. I agree that I am personally responsible for my safety and actions boarding and while aboard the charter. I agree to comply with all policies and rules, including but not limited to all policies, guidelines, signage, captain and crew instructions. Because the yacht charter is used by other individuals, I recognize that I am at potential risk of contracting COVID-19 and other contagions. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Pineapple Boat Tours from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 and other contagions while participating in any activity while on or around the charter.
3. I agree to indemnify, defend, and hold harmless Pineapple Boat Tours from and against any and all claims, damages, causes of action, judgments, costs or expenses, including attorney’s fees, which in any way arise from my entry and activities (whether authorized or unauthorized) upon and use of any and all yachts, boats, vessels or other property owned or under the control of Pineapple Boat

Tours and/or arising out of or related to any participation in any and all charter event(s) of Pineapple Boat Tours and other services of Pineapple Boat Tours

4. I give consent to Pineapple Boat Tours to release photos, videos and audio of me including but not limited to social Pineapple Boat Tours media channels, website and brochures. I recognize that released information may be subject to re-disclosure not in control of the company and not protected by federal and state privacy laws. I understand I may request to stop further release of photos, videos and audio of me by writing the company directly. My request will not apply to already released information, printed and/or electronically posted. If applicable, I waive both ownership interest to any materials developed and authority to inspect or approve the finished materials prior to their release or publication.
5. By signing below I acknowledge and represent that (1) I have read all of the foregoing, understand the foregoing, and sign voluntarily as my own free act and deed; (2) I am sufficiently informed about the risks involved so that I can make an informed decision to sign or not sign this document; (3) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; (4) I am at least eighteen (18) years of age and fully and legally competent; and (5) I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Liability Waiver, Assumption of Risk and Indemnity shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement as a whole.
6. PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old) By signing below, I as the parent and/or guardian of the undersigned minor or ward acknowledge that I am, in fact, acting in such capacity and that I consent to my child or ward's participation in any and all charter events, and agree, for the undersigned minor or ward and for myself, that I have read this Liability Waiver, Assumption of Risk and Indemnity and that it is agreed to and fully binding upon the undersigned minor or ward. I have fully read and understand this Liability Waiver, Assumption of Risk and Indemnity and I agree, individually and on behalf of my child or ward, to each and every of its terms and conditions and other provisions.

Terms & Conditions

A deposit of 50% is due upon booking. Balance is due before departure

No refund for cancellations within 48 hours of departure

Pineapple Boat Tours may reschedule or cancel due to weather or safety concerns.

The Captain's decisions are final for all safety-related matters.

No illegal substances or weapons permitted.

Excessive intoxication or unruly behavior may result in early termination.

Pineapple Boat Tours is not responsible for lost or damaged personal property.

Alcohol Policy

Guests may bring and consume alcohol in moderation. Excessive intoxication or disorderly conduct may result in early termination of the charter without refund. The Captain has full authority to determine unsafe behavior.

Assumption of Risk & Waiver

I understand that boating involves risks, including injury or death. I assume full responsibility for participating and release Pineapple Boat Tours and its staff from any liability. I certify I am in good health, and will follow all instructions.

ACKNOWLEDGMENT AND AGREEMENT

THE UNDERSIGNED PARTICIPANT(S) ATTESTS THAT HE/SHE HAS READ THIS RELEASE AND WAIVER, AND BOAT RULES IN THEIR ENTIRETY, AND AGREES TO BE BOUND BY ITS TERMS. THE UNDERSIGNED AUTHORIZES EMERGENCY MEDICAL TREATMENT TO BE USED ON PARTICIPANT AND AGREES TO PAY ANY AND ALL MEDICAL AND RELATED BILLS AND COSTS INCURRED AS A RESULT OF SAID TREATMENT, PROVIDED, THAT, IT IS ACKNOWLEDGED THAT NO MEDICAL TREATMENT MAY BE AVAILABLE.

IN WITNESS WHERE OF, the undersigned, of their own free will and intending to be legally bound, have executed this Agreement, Release and Assumption of Risk, and acknowledge receipt, understanding and agreement of the Boat Rules, by physical or digital signature.

Emergency Contact

Name: _____ Phone : _____

Passenger signatures:

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Name: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Parents or Guardians additional indemnification (must be completed for participants under 18)

In consideration of the activity provider allowing the minor(s) listed below being permitted by the activity provider to participate in its activities and to use its equipment and facilities as provided above, the undersigned, individually and on behalf of the releasors, certifies that he/she is the natural guardian of the minor(s) and further agrees that the foregoing shall apply in full to the minor's participation in the activities and that the undersigned has read in its entirety, and fully understands, the following: you are agreeing to let your minor child engage in a potentially dangerous activity. By signing this form, you are giving up your child's right and your right to recover from releasees in a lawsuit for any personal injury, including death to your child, or any property damage that results from the risks that are a natural part of the activity.

The Releasors are fully aware, understand fully and assume the risks involved in participating in the activities and the inherent risks (meaning those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or and integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner).

First Name	Last Name	Birthdate: mm/dd/yyyy	Relation
------------	-----------	-----------------------	----------

MINOR #1 _____

MINOR #2 _____

MINOR #3 _____

MINOR #4 _____

MINOR #5 _____

PARENT(S) AND/OR LEGAL GUARDIAN(S):

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Company Representative:

Name: _____

Signature: _____ Date: _____