

STATE OF GEORGIA
COUNTY OF LIBERTY

BOAT TOUR LIABILITY WAIVER AGREEMENT

IN CONSIDERATION of my anticipated boat tour, the legal sufficiency of which is hereby acknowledged, I agree, intending to be legally bound hereby, as follows:

1. PARTIES TO WAIVER: For the purposes of this Liability Waiver:

a. RELEASED PARTY: The term “Released Party” means Billigan Tours, LLC, 985 Kings Road, Midway, Georgia 31320, its agents, contractors, employees, captains and crew members and William G. Whiteman, Jr., owner and/or boat captain, jointly and individually.

b. RELEASOR: The term “Releasor” or “I” means the person or persons whose signature(s) appear on the following page and, if accompanying a person under the age of eighteen (18), also that minor individual in Releasor’s capacity as guardian of this individual, jointly and individually.

a. BOAT TOUR: The term “Boat Tour” means the boat tour provided by the Released Party on the ____ day of _____, ____ [date]. Such term includes, but is not limited to, the time that I am in, entering or exiting from a boat or other watercraft owned by, operated by, or under the control of Released Party, or while participating in any other activity while on the Boat Tour.

2. RELEASE:

a. Released Party **SHALL NOT BE LIABLE FOR RELEASOR’S DEATH, INJURY TO RELEASOR’S PERSON, OR ANY LOSS OR DAMAGE TO RELEASOR’S PROPERTY** caused in any manner whatsoever, whether attributable to the negligence of the Released Party, or for any other reason, occurring during the Boat Tour, including but not limited to, the time that I am in, entering or exiting from a watercraft owned by, operated by, or under the control of a Released Party.

b. I UNDERSTAND THAT THERE ARE INHERENT RISKS involved with boarding and riding aboard a boat/water vessel, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to ride on a boat and to engage in this activity without special assistance from the Released Party and I hereby assume the risks associated herewith.

c. I fully understand that Released Party has limited medical facilities and that in the event of illness or injury, appropriate 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. Released Party has made no representations to me, implied or otherwise, that they or their 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 Released Party, their captain, crew or passengers responsible for their actions in attempting the performance of rescue or first aid.

d. I acknowledge that while taking the Boat Tour any loose items I bring on the tour may fall into the water or be blown off the boat by the wind. I agree to assume all responsibility for any items I bring on the tour and will not hold Released Party or their employees, captain, crew, agents or other associated personnel liable for any damage or loss that may occur to personal property. These items may include, but are not limited to, cameras, camcorders, cell phones, hats, sunglasses, binoculars, jewelry, wallets, and purses.

e. I, for myself and/or on behalf of my child and/or legal ward, have been fully warned and advised by Released Party and its captain and/or crew that a life jacket should be worn while riding in the vessel from which the Boat Tour is given. I acknowledge that Released Party and its captain and/or crew has offered the use of a proper life jacket. If I choose to forego wearing a life jacket, I assume any and all liability that may result from my failure to wear the life jacket. I also understand and will enforce with minor participants that it is MANDATORY THAT ALL CHILDREN AGE 12 AND UNDER MUST WEAR A LIFE JACKET AT ALL TIMES while on the vessel.

3. WAIVER: I hereby waive any right of action against the Released Party from any and all causes or claims involving or related to the Boat Tour that I have or may have against the Released Party from the beginning of time until the end of time.

4. FORBEARANCE FROM SUIT: I agree not to sue on any such cause or claim that is released hereunder.

5. INDEMNIFICATION: I agree to indemnify and hold Released Party harmless for any losses, judgments or damages incurred by a Released Party, including but not limited to attorney's fees, arising out of any lawsuit related to the Boat Tour and/or the enforcement of or a legal challenge to this agreement.

6. GOVERNING LAW: This agreement shall be interpreted and enforced to the maximum extent allowed by laws of the State of Georgia.

7. KNOWING AND VOLUNTARY CONSENT: I have read this BOAT TOUR LIABILITY WAIVER AGREEMENT, and I understand its terms and conditions, and enter into this WAIVER knowingly and voluntarily. I also understand that my safety is my responsibility and that I must exercise due care for my own safety and use necessary caution in taking this Boat Tour.

IN WITNESS WHEREOF I have caused this document to be executed on the date set forth below.

Signature of Releasor: _____

Printed Name of Releasor: _____

Date: _____

Signature of Releasor: _____

Printed Name of Releasor: _____

Date: _____

Signature of Releasor: _____

Printed Name of Releasor: _____

Date: _____

Signature of Releasor: _____

Printed Name of Releasor: _____

Date: _____