

# DIVE, SNORKEL AND RIDER AGREEMENT - Minor ONLY

<b>Name:</b>		<b>Email:</b>		
<b>Street:</b>				
<b>City:</b>		<b>State:</b>		<b>ZIP:</b>
<b>Cell:</b>		<b>Local:</b>	<b>Diver:</b>	<b>Snorkeler:</b>
<b>Rider:</b>	<b>Cert. Agency:</b>	<b>Rating:</b>	<b>Number:</b>	<b>Date of Last Dive:</b>
<b>Depth:</b>	MC VISA Credit AMEX DISCOVER Card #:			<b>Exp:</b> / <b>CVC:</b>

**THIS IS A WAIVER OF YOUR RIGHTS TO SUE**

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE CAPTAIN HOOK'S MARINA & DIVE CENTER, TARPON CREEK MARINA, BANANA BAY RESORT & MARINA, OR CASTAWAYS WATERFRONT RESTAURANT & SUSHI BAR, THE REEF HOPPER AND THE JOLLY ROGER, EITHER COMPANY'S EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. I am by my signature affirming that I am a certified scuba diver or a student diver, snorkeler or rider. I understand that scuba diving and snorkeling is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to risk associated with equipment failures, perils of the sea and acts of fellow divers or which could result in my serious injury or death. BY WAY OF MY SIGNATURE ON THE FRONT OF THIS DOCUMENT, I EXPRESSLY ASSUME THESE RISKS. I assert that I am physically fit to participate in the sport of scuba diving and snorkeling and I agree by way of my signature that I will not hold any of the above named companies, their employees, associated persons, or entities responsible if I am injured as a result of any medical conditions while scuba diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking nor have I recently taken any drugs or medication, which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. Prior to leaving the dock I will inspect all of my equipment to be used and I will notify Captain Hook's Marina & Dive Center of any equipment, which I find to not be functioning properly. I will not hold Captain Hook's Marina & Dive Center or Tarpon Creek Marina, any of either company's employees, agents or dive boats, nor the Reef Hopper or the Jolly Roger responsible for my failure to inspect my equipment prior to diving.

8. BY WAY OF MY SIGNATURE ON THIS DOCUMENT, IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE CAPTAIN HOOK'S MARINA & DIVE CENTER, TARPON CREEK MARINA, BANANA BAY RESORT & MARINA, OR CASTAWAYS WATERFRONT RESTAURANT & SUSHI BAR, THE REEF HOPPER AND/OR THE JOLLY ROGER, IT'S EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED, OR CHARTERED FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE ON THIS DOCUMENT I FULLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OR WRONGFUL DEATH BY MYSELF, HEIRS, AND ASSIGNS, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SNORKELING AND SCUBA DIVING.

9. BY WAY OF MY SIGNATURE, GIVEN VOLUNTARILY, I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTION WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME ON THE FRONT OF THIS DOCUMENT. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR CAPTAIN HOOK'S MARINA & DIVE CENTER, TARPON CREEK MARINA, BANANA BAY RESORT & MARINA, OR CASTAWAYS WATERFRONT RESTAURANT & SUSHI BAR, THE REEF HOPPER AND THE JOLLY ROGER ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

**SIGNATURE:** \_\_\_\_\_ (student) \_\_\_\_\_ Date: \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ (student) \_\_\_\_\_ Date: \_\_\_\_\_

Participants under the age of 18 must have a parent/guardian signature \_\_\_\_\_ (parent/guardian)

**ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS**  
**AGREEMENT FOR MINOR PARTICIPANT**

In consideration of being allowed to use the facilities and participate in Dive Boat and other activities (collectively the "Activities") provided by Florigan Marina LLC dba Captain Hooks Marina & Dive Center (the "Host"), the Participant, and the Participant's parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities and/or use of the Host's equipment ("Equipment");
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

**Personal Responsibility**

The Participant's parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant's participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

I, \_\_\_\_\_ (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

*(remainder of page intentionally left blank)*

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FLORIGAN MARINA LLC DBA CAPTAIN HOOKS MARINA & DIVE CENTER USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FLORIGAN MARINA LLC DBA CAPTAIN HOOKS MARINA & DIVE CENTER 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. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FLORIGAN MARINA LLC DBA CAPTAIN HOOKS MARINA & DIVE CENTER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Natural Guardian Name (Printed):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Natural Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

