

## **ACKNOWLEDGMENT OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND CONSENT**

By booking and attending an excursion, you agree to the following:

The undersigned acknowledges and consents to the following, in consideration for the participation in activities provided by **Mattco Incorporated dba, Off The Bank Adventures**, (hereinafter referred to as "**OTBA**"), including, but not limited to, on shore fishing excursions and all related activities. I acknowledge the following risks associated with fishing activities, including, but not limited to, wildlife attack, natural hazards, such as weather conditions, rough or uneven terrain, temperature, sun, rain, lightning storms, presence of hooks, knives, gaffs, and other tools used while fishing, and injuries which may occur while landing any marine life.

### **RULES**

I confirm that the following have been reviewed and fully understood:

### **ACKNOWLEDGMENT OF RISK / WAIVER OF LIABILITY**

I acknowledge the aforementioned risks, among others, of death, disability, personal injury, property damage, property theft, loss of property, or actions of any kind, which may result from the participation in the anticipated activities during the fishing excursion with **OTBA**, and which are not eliminated even if **OTBA** acts with due care, in a reasonably prudent manner, and therefore, I agree to hold harmless and take no action, suit, claim, or demand for any sums of money, claims, or demands whatsoever, at law or in equity, against **Mattco Incorporated dba, Off The Bank Adventures**, its principals, employees, and independent contractors, and I hereby waive, release, and discharge **Mattco Incorporated dba, Off The Bank Adventures**, its principals, employees, and independent contractors, from any and all liability, for any and all claims of loss, damages, and injuries suffered while participating in any stage of an event involving **OTBA**, associated with or relating to or arising from any and all risks which occur while a participant.

I acknowledge that I have read the foregoing and fully understand the potential dangers incidental to engaging in this fishing excursion, and I am fully aware of the legal consequence in submitting this instrument, and I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from **OTBA** for personal injury, property damage, or wrongful death caused by the negligence, gross or otherwise, of the released parties, whether passive or active.

The aforementioned Acknowledgment of Risk / Waiver of Liability shall continue in full force and effect until such time as revoked, in writing, by the undersigned, without limitation as to its duration. The terms and conditions herein are intended to be as broad and inclusive as permitted by the laws of the State of Florida, and if any portion of this document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned further acknowledges that I am authorized to execute this Acknowledgment of Risk, Waiver of Liability, Indemnification, and Consent.

### **INDEMNIFICATION**

I hereby acknowledge that it is my sole responsibility to provide for any medical expenses or other attendant costs which may be incurred as a result of any injuries sustained while participating in the activities with **OTBA**. I further acknowledge that I have adequate insurance to cover any injury or damage that I may suffer while participating in the fishing excursion and assume the risk of any medical or physical condition that I may have while participating in same.

I acknowledge my obligation to defend, indemnify, and hold **Mattco Incorporated dba, Off The Bank Adventures**, its principals, employees, and independent contractors harmless as to any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of the services provided by or on behalf of **OTBA**.

### **CONSENT**

I irrevocably consent to and authorize and, therefore, grant specific permission to **OTBA** to use my image and/or likeness for any purposes deemed appropriate by **OTBA**, including photographs and/or videotape, and to further use my face, likeness, voice, and appearance in connection with exhibits, publicity, and/or advertising and promotional materials, without reservation or limitation as to the duration of the consent. All negatives, including digital images, shall constitute the property of **OTBA**, solely and completely.