

Castaway Island Excursions LLC

Participant Release of Liability and Assumption of Risk Agreement

– Read Before Signing –

Participant Name: _____

Group Name: _____

Phone: _____ Email: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I, the under- signed, acknowledge, appreciate, and agree that:

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2) **I knowingly and freely assume all such risks**, both known and unknown, **even if arising from the negligence of the releases or others**, and assume responsibility for my participation.

3) I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest guide or Castaway employee immediately.

4) By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, social media, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **hereby release, indemnify, and hold harmless** Castaway Island Excursions, Crosby's Fish & Shrimp Co., County of Charleston, or any other affiliates, their officers, of officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (**releases**), from any and all claims, demands, losses, and liability arising out of or related to any **injury, disability, or death** I may suffer, or loss or damage to person or property, **whether arising from the negligence of the releases or otherwise**, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Street Address

Emergency Contact

City

State

Emergency Phone

X _____
Participant's signature

Age

Weight

Date

For parents/guardians of participants of minor age (under 18 at time of registration):

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/ her release as provided above of all the Releases, and, for myself, my heirs, assign, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, *even if arising from the negligence of the releases*, to the fullest extent permitted by law.

X _____
Parent/Guardian signature

Date