



**SEA SAFARI
RELEASE AND IDEMNITY AGREEMENT AND CONDITIONS OF USE**

This document will affect your legal rights and liabilities. Please read carefully before signing.

TO: SEWELL'S SEA SAFARI, and SEWELL'S LANDING INC., and SEWELL'S MARINE GROUPS LTD, and SEWELL'S LTD, and SEWELL'S MARINA and their respective directors, officers, employees, boat masters and crew, agents and representatives (collectively Sewell's).

In consideration of Sewell's permitting me to charter, use and/or operate and/or be a passenger in a boat ("boat") and to use its docks, parking and facilities (which are together referred to as "Sewell's Facilities", I herby acknowledge and agree with Sewell's as follows:

1. That I am aware there are many RISKS, DANGERS, AND HAZARDS associated with access to, the use and operation of and the carriage of passengers on boats and related equipment (including fishing gear), including but not limited to wet or icy condition of docks, failures of boat's engine, hull or equipment, fire, theft, grounding, sinking, capsizing, changing weather and sea conditions, including tides, currents, waves, rocks, floating debris, submerged debris, other vessels (including collision with other vessels or their waves), whether or not caused by the fault or negligence of other vessels or their operators, or by Sewell's or by any other person. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death or property damage, or loss resulting from such risks, dangers and hazards.
2. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS in connection with my use of Sewell's Facilities and or use or operation of a boat.
3. TO ASSUME AND ACCEPT ALL RISKS, DANGERS AND HAZARDS of being carried by water as a passenger on Sewell's boats and AGREE that such carriage by water is and adventure tourism activity under s. 37.1 of the *Marine Liability Act, S.C 2001, c.6* and amendments.
4. TO WAIVE ANY AND ALL CLAIMS that I may have against Sewell's.
5. TO RELEASE Sewell's from any and all liability or any loss, damage, injury or expense that I or my next of kin, dependants or heirs may suffer or incur as a result of my carriage on or use of the Boat or Sewell's Facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF SEWELL'S.
6. TO HOLD HARMLESS AND IDEMNIFY SEWELL'S from any and all liability for property damage, personal injury or death suffered by me, any other occupant of the Boat or any third party, resulting from use or operation of the Boat or Sewell's Facilities or a breach, by me or by any other occupant of the Boat of these conditions of Use, NOTWITHSTANDING THAT SUCH PROPERTY DAMAGE, PERSONAL INJURY OR DEATH MAY HAVE BEEN CONTRIBUTED TO BY NEGLIGENCE ON THE PART OF SEWELL'S.
7. THAT THIS RELEASE AND IDEMNITY AGREEMENT shall be effective and binding upon my personal representatives, heirs, next of kin, executors and administrators in the event of my death or incapacity.

I have read and understood this Release of Indemnity Agreement and Conditions of Use prior to signing it and am aware that by signing this document, I am affecting the legal rights and liabilities of myself, my personal representatives, heirs, next of kin, executors and administrators in relation to Sewell's.

Dated the _____ day of _____, 20____ at _____.

I, the parent or legal guardian, permit _____ to attend this outing understanding the above

Signature of Guardian _____