

Go Fish 808, LLC Customer Waiver

Customer Information

Full Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Emergency Contact Name: _____ Phone Number: _____

Introduction and Definitions

This Waiver of Liability (the "Waiver") is entered into by and between Go Fish 808, LLC (the "Service Provider"), a limited liability company organized under the laws of the State of Hawaii, and the undersigned individual (the "Customer"), collectively referred to as the "Parties". This Waiver pertains to the participation of the Customer in any fishing charter services (the "Services") provided by the Service Provider. The purpose of this Waiver is to expressly exempt and relieve the Service Provider from any liabilities for personal injury, property damage, or other harm that may occur during the Customer's participation in the Services, except to the extent such liabilities arise due to the gross negligence or willful misconduct of the Service Provider.

Acknowledgment and Assumption of Risks

The Customer acknowledges and accepts the inherent risks associated with the Services, including but not limited to risk of injury from fishing equipment, the unpredictable nature of the sea, potential encounters with wildlife, and weather conditions. The Customer understands that these risks may lead to physical injury, emotional distress, or death, and voluntarily assumes all such risks, both known and unknown, related to the Services.

Such risks may arise from the Customer's own actions or inactions, the actions or inactions of others participating in the Services, or the condition of the equipment or premises used. The Customer hereby agrees to assume all such risks, both known and unknown, relating to his/her participation in the Services, and accepts personal responsibility for any damages, liability, or other losses that he/she may incur as a result.

By participating in the Services, the Customer acknowledges and accepts the inherent risks associated with fishing activities, which may include, but are not limited to, the risk of personal injury, accidents, or illness, including exposure to and illness from infectious diseases.

Furthermore, the Customer acknowledges that the Service Provider has made no representations or warranties regarding the safety of the activities involved in the Services and that participating in these activities is purely voluntary and at the Customer's own risk. By agreeing to this Waiver, the Customer expressly waives any claims against the Service Provider, its employees, agents, and representatives, arising from or related to the inherent risks of the Services, except for claims arising from the willful misconduct of the Service Provider.

Waiver and Release of Liability

By participating in the Services provided by the Service Provider, the undersigned Customer hereby agrees to the following:

The Customer agrees to release, indemnify, and hold harmless the Service Provider, its officers, directors, employees, agents, and affiliates, from any and all claims, demands, losses, liabilities, damages, or expenses (including attorneys' fees) arising out of or in connection with the Customer's participation in the Services. This includes, but is not limited to, any claims for personal injury, death, or damage to personal property.

This Waiver shall be governed by and construed in accordance with the laws of the State of Hawaii, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, this Waiver or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Hawaii, in each case located in the city of Honolulu and County of Honolulu. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

This Waiver constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. The Customer acknowledges that he/she has read this Waiver, fully understands its terms, understands that he/she has given up substantial rights by signing it, and has signed it freely and without any inducement or assurance of any nature.

Agreement to Follow Safety Rules

The Customer agrees to follow all instructions provided by the captain and crew to ensure the safety of all participants. The Customer understands that failure to comply with safety instructions may result in the Customer's removal from the activity without refund.

Medical Treatment Authorization

In the event of an emergency, accident, or illness occurring during the provision of the Services, the Customer hereby authorizes the Service Provider to secure medical treatment, including but not limited to, transportation to a medical facility, emergency medical services, and hospitalization. The Customer understands that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the attending physician may deem advisable in the best interest of the Customer's health. It is understood that efforts shall be made to contact the emergency contact provided by the Customer in advance of rendering treatment to the extent practicable under the circumstances.

The Customer agrees to bear any and all costs associated with such medical treatment and related services. This clause is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and shall be interpreted in a manner that renders it enforceable. In the event any portion of this clause is held invalid, the remainder shall continue in full legal force and effect.

Medical Fitness and Insurance

The Customer certifies that he/she is in good physical health and does not suffer from any medical conditions that would prevent his/her participation in the Services. The Customer agrees to disclose any medical concerns to the Service Provider before departure.

The Service Provider does not provide any form of insurance coverage for the Customer under this Waiver, including but not limited to health, accident, or travel insurance. The Customer acknowledges that he/she is solely responsible for obtaining and maintaining appropriate insurance coverage and that this responsibility is a critical element of the Indemnification and assumption of risk under this Waiver.

In the event of a claim or dispute arising from or related to the Customer's participation in the Services, the Customer agrees to seek compensation or recourse solely from his/her own insurance provider and acknowledges that the Service Provider is not liable for any claims covered by the Customer's insurance.

Photography and Video Release

In consideration of participation in the Services provided by the Service Provider, the Customer hereby grants to the Service Provider, its representatives, employees, and agents the right to take photographs and video footage of the Customer during the provision of the Services. The Customer authorizes the Service Provider to use and publish the same in print and/or electronically. The Customer agrees that the Service Provider may use such photographs and videos with or without the Customer's name and for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Furthermore, the Customer understands and agrees that these materials will become the property of the Service Provider and will not be returned. The Customer hereby releases the Service Provider from any and all claims, demands, and liabilities whatsoever in connection with the use of these photographs and videos. This release is binding upon the Customer and his/her heirs, executors, administrators, and assigns.

Severability

If any provision of this Waiver, or the application thereof to any person or circumstance, is held invalid, illegal, or unenforceable to any extent for any reason by any court of competent jurisdiction, such provision shall be deemed severable, and the invalidity, illegality, or unenforceability thereof shall not affect the validity, legality, and enforceability of the remaining provisions of this Waiver, which shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had not been included herein. To the extent permitted by law, the Parties hereby agree to amend such invalid, illegal, or unenforceable provision to reflect as closely as possible the original intent of the Parties in accordance with applicable law.

Signature and Acknowledgement

By signing below, the Customer confirms that he/she has read and understands this Waiver form. The Customer acknowledges that he/she is waiving certain legal rights, including the right to sue.

Signature

Date

Printed Name