



Passenger Waiver, Assumption of Risk & Safety Acknowledgment

PRIVATE BOAT TOURS - FORT LAUDERDALE, FLORIDA

IMPORTANT - READ BEFORE SIGNING

This is a legal document. It affects legal rights and contains an assumption of risk, release, indemnity, and other important terms. Do not sign unless you understand and voluntarily agree. Ask questions before boarding.

BOOKING INFORMATION

BOOKING REFERENCE

TOUR DATE

TOUR / DEPARTURE

PRIMARY BOOKING GUEST

EMAIL

PHONE

TOTAL PARTICIPANTS

CHILDREN INDICATED

☐ No ☐ Yes

DOG ABOARD

☐ No ☐ Yes

1. Parties and Covered Activities

This Passenger Waiver, Assumption of Risk & Safety Acknowledgment (the Agreement) is between the undersigned participant (and, when applicable, the participant's parent or legal guardian) and Boat Happens, together with the vessel owner, captain, crew, employees, independent contractors, agents, affiliates, successors, and assigns (collectively, the Released Parties). It applies to the boat tour and all related activities, including boarding and disembarking; travel on docks, ramps, marinas, beaches, sandbars, and vessels; swimming, floating, snorkeling, use of floats or mats; stops ashore; handling personal gear; and transportation or emergency assistance connected with the tour.

2. Voluntary Participation and Right to Decline

I voluntarily choose to participate. I may decline any optional activity, including entering the water, swimming, using a floating mat, walking on a sandbar, or boarding at a stop. I understand that the captain may restrict, modify, delay, or cancel any activity or route for safety, weather, mechanical, legal, or operational reasons.

3. Inherent and Other Risks

I understand that boating and water recreation involve risks that cannot be completely eliminated. Risks include vessel movement, sudden acceleration or stopping, wakes, waves, rough water, shifting loads, slips, trips, falls, boarding injuries, dock or ladder hazards, collision, grounding, capsizing, sinking, equipment or mechanical failure, propellers, ropes and lines, sharp or hot surfaces, drowning, currents, tides, submerged objects, shallow water, marine life, insects, sun exposure, heat, dehydration, lightning, wind, rain, reduced visibility, fire, fuel exposure, illness, infection, seasickness, delayed emergency response, acts or omissions of other passengers or third parties, and serious injury, permanent disability, property loss, or death.

4. Health, Swimming Ability, Medication, and Pregnancy

I represent that I am medically and physically able to participate safely, or I have disclosed relevant conditions or limitations to the captain before departure. I will not enter the water unless I am able to do so safely and have the captain's permission. I am responsible for bringing necessary medication and medical devices. Participants who are pregnant, have recent surgery, heart or respiratory conditions, seizure disorders, mobility limitations, severe allergies, or other material health concerns should obtain medical advice before participating and inform the captain.



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5. Safety Instructions and Captain Authority

I agree to attend the safety briefing and follow all instructions from the captain and crew. I will use handholds, remain seated when directed, keep aisles and exits clear, avoid restricted areas, wear a U.S. Coast Guard-approved personal flotation device whenever directed, and never enter or leave the water without captain approval. The captain has final authority over vessel operation, passenger conduct, route, speed, water entry, and termination of participation.

6. Alcohol, Drugs, Smoking, and Conduct

I will not operate vessel equipment or participate while impaired. I will not bring illegal drugs, weapons, fireworks, or hazardous materials. Alcohol consumption, when permitted, must be lawful and responsible. The captain may refuse boarding or end participation for intoxication, unsafe conduct, harassment, violence, disregard of instructions, or conduct that threatens safety. No refund is required when participation is refused or terminated because of a participant's unsafe or unlawful conduct, subject to applicable law and the booking terms.

7. Assumption of Risk

I knowingly and voluntarily accept and assume all inherent risks and all other risks of the covered activities, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by applicable law. I understand that weather and water conditions can change quickly and that no representation can guarantee a risk-free experience.

8. Release and Covenant Not to Sue - Limited by Applicable Law

To the fullest extent permitted by applicable law, I release and agree not to sue the Released Parties for claims arising from inherent risks, my own acts or omissions, the acts or omissions of other participants or third parties, and ordinary negligence where a release is legally permitted. This Agreement does not release any claim that cannot legally be waived, including any claim for gross negligence, reckless or intentional misconduct, or any passenger personal-injury or death claim to the extent a release is prohibited by applicable federal maritime law, including 46 U.S.C. Section 30509.

9. Indemnification and Responsibility for Damage

To the fullest extent permitted by law, I agree to indemnify and hold the Released Parties harmless from third-party claims, losses, fines, or reasonable costs arising from my violation of this Agreement, my unlawful or unsafe conduct, my damage to the vessel or equipment, or the conduct of a minor or animal for whom I am responsible. This paragraph does not require indemnification for liability that applicable law prohibits shifting.

10. Emergency Care and Expenses

If I am unable to consent during an emergency, I authorize the captain, crew, and emergency responders to provide or arrange reasonable first aid, evacuation, and medical assistance. I understand that Boat Happens does not provide medical insurance and that I am responsible for medical, ambulance, evacuation, transportation, and related expenses, except to the extent another party is legally responsible.

11. Personal Property

I am responsible for phones, cameras, jewelry, bags, clothing, and all other personal property. Water exposure, impact, loss, theft, and damage can occur. I will secure my belongings and use waterproof protection when appropriate. Boat Happens is not a bailee and does not accept custody of personal property unless expressly agreed in writing.

12. Minors

A parent or legal guardian must sign for each participant under 18. The signing adult represents that they have legal authority to consent to the minor's participation and agrees to supervise the minor, ensure compliance with safety instructions, and accept the risks on the minor's behalf to the fullest extent permitted by law. A minor may be required to wear a life jacket at all times or as directed by the captain.

13. Animals

If an animal is permitted aboard, its owner or handler remains responsible for control, supervision, flotation equipment when appropriate, cleanup, injuries, and property damage caused by the animal. The captain may refuse or terminate an animal's participation when necessary for safety, sanitation, vessel protection, or passenger comfort.



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14. Electronic Acceptance, Copies, and Recordkeeping

I agree that an electronic signature, checkbox acceptance, or signed digital copy may be treated as an original signature to the extent permitted by law. I authorize Boat Happens to retain this Agreement and related booking records for legal, safety, insurance, and operational purposes. I may request a copy.

15. Governing Law, Maritime Law, Venue, and Severability

This Agreement is governed first by applicable federal maritime law and, where maritime law does not control, by Florida law. To the extent legally enforceable, any dispute shall be brought in a court of competent jurisdiction in Broward County, Florida. If any provision is held invalid or unenforceable, it shall be narrowed or severed to the minimum extent necessary, and the remaining provisions shall continue in effect. No provision is intended to waive any right or duty that cannot lawfully be waived.

16. Complete Understanding

I acknowledge that I have read this entire Agreement, understand its terms, had the opportunity to ask questions and seek independent legal advice, and sign voluntarily without coercion. I understand that this Agreement is not a substitute for following the captain's instructions, and that signing it does not authorize unsafe or unlawful conduct.



Participant Acknowledgment & Signatures

PRIVATE BOAT TOURS - FORT LAUDERDALE, FLORIDA

Participant template - six guest spaces

Complete one participant section for every person aboard. Mark Adult or Minor for each participant. A parent or legal guardian must sign for every minor.

PARTICIPANT 1

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED

PARTICIPANT 2

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED

PARTICIPANT 3

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED

PARTICIPANT 4

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED



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PARTICIPANT 5

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED

PARTICIPANT 6

PRINTED LEGAL NAME

DATE OF BIRTH

PARTICIPANT TYPE

RELATIONSHIP TO PRIMARY GUEST

☐ Adult ☐ Minor

SIGNATURE

DATE / TIME SIGNED

PARENT / LEGAL GUARDIAN FOR MINOR PARTICIPANT(S) _____

Guardian authorization

A parent or legal guardian must sign for every participant under 18 and identify the minor participant(s) covered by the signature.

PARENT / GUARDIAN PRINTED NAME

RELATIONSHIP TO MINOR

MINOR PARTICIPANT NAME(S)

MINOR DATE(S) OF BIRTH

PARENT / GUARDIAN SIGNATURE

DATE / TIME SIGNED

EMERGENCY CONTACT

EMERGENCY CONTACT NAME

RELATIONSHIP

EMERGENCY CONTACT PHONE

ALTERNATE PHONE

CAPTAIN / CREW USE

SAFETY BRIEFING COMPLETED

☐ Yes

LIFE JACKET INSTRUCTIONS PROVIDED

☐ Yes



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RELEVANT LIMITATIONS DISCLOSED

CAPTAIN / CREW INITIALS

☐ No ☐ Yes

Document version: July 29, 2026

This form should be reviewed by qualified Florida maritime counsel before operational use and whenever laws, activities, insurance requirements, or business practices change.