

**Waiver, Release And Hold Harmless Agreement**

In consideration of permission granted by Day Dream Charters LLC. allowing me to participate in the Charter, which will occur on Date: \_\_\_\_\_, I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Day Dream Charters LLC., and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. All Photos and Videos Taken While On your charter with Day Dream Charters may be used and made public for promotional us only. Day Dram Charters Reserves all rights to all photos and videos taken while on your Charter.
5. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand by signing this it covers everyone in the party for that days charter and I execute it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant Signature: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Name (required if participant is under the age of 18 or disabled)