

**ISLANDER CHARTERS, INC.
WAIVER AND RELEASE FROM LIABILITY**

This **WAIVER AND RELEASE FROM LIABILITY** ("Waiver") is executed by _____ ("Releasor"), an adult individual, for the purpose
(print name)

of acknowledging the risk accompanying my participation in activities offered by Islander Charters, Inc. ("Islander"), a California corporation, and to expressly release and waive all claims against Islander and its directors, officers, employees, agents and shareholders for any personal injury I may sustain while engaged in such activities.

1. **Voluntary Participation.** I, Releasor, have voluntarily contracted with Islander to participate in activities (the "Adventure") both on and off the MV Islander, in international, United States and/or Mexican territorial waters from _____ through _____. I acknowledge that during the Adventure, I will, or may, participate in activities both on and off the MV Islander, including but not limited to shark watching, snorkeling, scuba diving, free diving, fishing, surfing, kayaking and swimming.

2. **Assumption of Risk.** I AM AWARE THAT ACTIVITIES I MAY ENGAGE IN WHILE ON THE ADVENTURE ARE HAZARDOUS ACTIVITIES, AND HEREBY STATE AND ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ADVENTURE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE DANGER INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE OR DEATH, WHILE I AM ENGAGED IN THE ADVENTURE. I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____

3. **Release.** As consideration for being permitted by Islander, to participate in the Adventure and use the facilities of the Islander, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives shall not, and are irrevocably barred from, bringing any suit against, making any claim against, or attaching the property of Islander, for injury, death or damage while engaged in the Adventure, whether resulting from negligence or other acts, however caused, including but not limited to, any act or omission of an employee, agent, officer or shareholder of Islander, or any of its affiliated organizations or other participants in the Adventure. Accordingly, I hereby release Islander, its shareholders, officers, directors, attorney(s) and any of its affiliated organizations from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, death or damage resulting from my participation in activities during the Adventure.

4. **Advice of Attorney.** I hereby warrant and represent that prior to executing this Waiver I have relied upon legal advice from an attorney of my choice, or had ample opportunity to seek and obtain legal advice (even if I did not avail myself of the opportunity to obtain legal advice), and agree that the terms of this Waiver, and its consequences, have been completely read and explained to me, and/or that I fully understand the terms and consequences of executing this Waiver.

5. **Severability** and Broad Interpretation. This Waiver shall, where possible, be interpreted so as to sustain its legality and enforceability, and for that purpose the provisions of this Waiver shall be read or interpreted broadly in the specific situation to which they are being applied. The invalidity or unenforceability of any provision of this Waiver in a specific situation shall not affect the validity or enforceability of that provision in any other situation or of other provisions of this Waiver.

6. **Succession and Binding Effect.** This Waiver shall be binding upon myself and my successors in interest of any kind whatsoever, including but not limited to, assignees, heirs distributees, guardians and legal representatives.

7. **Survival of Representations and Warranties.** All representations and warranties contained herein, if any, shall survive the execution and delivery of this Waiver and the consummation of the transactions contemplated hereby;

8. **Entire Agreement.** This Waiver constitutes the entire agreement and understanding between the Releasor and Islander with respect to Islander's liability for any and all personal injuries I may sustain while engaged in the Adventure, and any other transaction(s) contemplated by this Waiver. All prior representations, understandings, and agreements between the respect to personal injuries while engaged in the Adventure and any other transaction(s) contemplated by this Waiver are superseded by the terms of this Waiver;

9. **Waiver.** Any provision of this Waiver may be amended or waived only by a writing signed by the Islander and the Releasor;

10. **Applicable Law and Venue.** This Waiver shall be construed and interpreted in accordance with the laws of the State of California. If any proceeding is initiated to interpret or enforce the terms of this Waiver, venue is only proper in San Diego County;

11. **Attorneys Fees.** In the event that any suit or proceeding is brought to enforce, construe interpret, rescind, or cancel this Waiver or any of its provisions, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including the cost of enforcing any judgment;

12. **Mistake of Fact.** Releasor hereby warrants, represents, and agrees that execution of this Waiver is done with full knowledge of any and all rights which Releasor may have with respect to the Adventure and that there is no reliance upon any representation or statement made by Islander or counsel for any Islander, with respect to any of the facts hereto relevant and Releasor hereby assumes the risk of any mistake of fact in connection with the true fact(s) involved in the Adventure or in connection with any fact(s), known or unknown;

13. **Rule of Construction.** Releasor hereby confirms that Releasor has read and understands this Waiver, been fully advised and represented by counsel with respect to it (or had ample opportunity to seek and obtain legal advice), and all negotiations giving rise to it, and that Releasor has fully discussed this Waiver with all of its terms, consequences, and ramifications with independent counsel, or had the opportunity to do so. Accordingly, Releasor, and/or their counsel have reviewed this Waiver, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Waiver.

14. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THH WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS H A RELEASE OF LIABILITY AND A BINDING CONTRACT BETWEEN MYSELF ANI [SLANDER AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN THIS WAIVER ON MY OWN FREE WILL.

Executed at _____ County, State of California, on _____,2005.

Signature of Releasor

Print Name of Releasor