# Trident Voyages San Diego, LLC

## CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **Trident Voyages San Diego, LLC,** for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing. sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or Illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) risks associated with entering the water (including but not limited to drowning, choking, boat strike, foot injury, heart attack, marine life stings or bites, etc.).

**Initials** _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

**Initials**_____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

**Initials**_____

The undersigned acknowledges and agrees that the vessel's onboard restroom ("head") is strictly limited to urination only. The disposal of any solid waste (including, but not limited to, feces), toilet paper, feminine hygiene products, wipes (including "flushable" wipes), paper towels, or any other materials into the toilet is strictly prohibited. The Guest agrees to comply with all posted and verbal instructions regarding restroom use. In the event this policy is violated, a mandatory cleaning and service fee of $500.00 will be immediately assessed and charged to the Guest. The Guest further agrees to be financially responsible for any additional costs exceeding this amount, including but not limited to repairs, pump-out services, or damages resulting from misuse. Violation of this policy may also result in immediate termination of the charter without refund.

**Initials**_____

The undersigned acknowledges and agrees that access to the vessel's upper deck ("top deck") is permitted only at the discretion of the Captain. For safety reasons, Guests may be restricted from accessing the upper deck during certain conditions, including but not limited to periods of higher vessel speed, rough water, or other safety considerations as determined by the Captain. The Guest agrees to follow all instructions provided by the Captain and crew regarding when access to the upper deck is allowed. Failure to comply with these instructions may result in restricted access to certain areas of the vessel and/or termination of the charter without refund if deemed necessary for safety.

**Initials**_____

The undersigned acknowledges that seating located at the rear of the vessel near the motor ("aft seating area") may present increased risk during vessel operation, particularly at higher speeds, in rough water, or during sudden maneuvers. The Guest understands that there is a risk of loss of balance, falls, or contact with the motor or surrounding structures. The Guest agrees to exercise caution when occupying this area and to follow all instructions provided by the Captain and crew regarding its safe use. The Captain may restrict or prohibit use of the aft seating area at any time based on safety conditions. By signing this agreement, the Guest voluntarily assumes all risks associated with occupying this area of the vessel.

**Initials**_____

The undersigned agrees to maintain a reasonable level of cleanliness aboard the vessel during the charter. Guests are expected to dispose of trash in designated receptacles and to remove personal items and belongings upon the conclusion of the charter. The vessel shall be returned in the same condition it was received. Normal wear and tear use is acceptable. In the event that the vessel is left in an excessively dirty or

unsanitary condition beyond normal use, the Guest agrees that additional cleaning fees may be assessed to cover the cost of restoration.

**Initials**_____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the Trident Voyages San Diego, LLC Bareboat Charter Rental to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

**Initials**_____

This Agreement shall be governed by the laws of the United States of America. Any legal action relating to or arising out of this agreement against or with respect to Trident Voyages San Diego, LLC shall be commenced exclusively in San Diego, CA. Any legal action relating to or arising out of this Agreement against or with respect to any of it, Trident Voyages San Diego, LLC, affiliated or related companies shall be commenced exclusively in the Southwest Justice Center (Murrieta Courthouse) in Murrieta, CA. I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

**Initials**_____

I HEREBY RELEASE TRIDENT VOYAGES SAN DIEGO, LLC, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

**Initials**_____

I have read this assumption and acknowledgement of risks and release of liability agreement. I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH):

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|---|---|---|---|
| Print Name: | | Date of Birth: | |
| Address: | | Email: | |
| Signature: | | Date: | |

To be completed by the Parent/Guardian of any participant under 18 years of age

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|---|---|---|---|
| Minor Name: | | Minor Date of Birth: | |
| Address: | | Parent/Guardian Name: | |
| Parent/Guardian Signature: | | Date: | |