# Rock Solid Fishing LLC Liability Release Waiver DBA Rock Solid, Carolina Blue, Southern Run

#### IMPORTANT: PLEASE READ BEFORE SIGNING

By signing this waiver, I/We, passengers on the reserved chartered trip with Rock Solid Fishing LLC, acknowledge and agree to the following:

## 1. Assumption of Risk

I understand and acknowledge that participation in a fishing trip with Rock Solid Fishing LLC involves inherent risks and hazards, including but not limited to:

- a. Weather Risks: Exposure to sun, rain, lightning, or other adverse weather conditions.
- b. **Seasickness**: Motion of the vessel may cause nausea, vomiting, or other discomforts associated with seasickness.
- c. **Vessel Movement**: The vessel may pitch, roll, or experience sudden movements that can increase the risk of personal injury.
- d. **Slippery and Wet Decks**: Deck surfaces can become slippery due to water, fish, or weather, leading to the possibility of slips and falls.
- e. Injuries: Including but not limited to:
  - i. Boarding and Disembarking the vessel,
  - ii. Fish Handling (e.g., cuts, punctures, bites),
  - iii. Fishing Gear (e.g., hooks, tackle, lines),
  - iv. Fishing Activities (e.g., casting, reeling),
  - v. Intentional or Unintentional Conduct of other persons aboard the vessel,
  - vi. Other External or Internal Injuries arising from any activities during the trip.

#### 2. Release of Liability

In consideration for being allowed to participate in the fishing trip, I/We hereby release and hold harmless Rock Solid Fishing LLC, its owners, captains/mate and affiliates from any and all claims, demands, damages, liabilities, or actions that may arise out of, or in connection with, my/our participation in the fishing trip, including but not limited to, injuries, damages, or losses caused by the negligence or other acts of Rock Solid Fishing LLC or any third parties.

### 3. Safety and Conduct

I/We agree to follow all safety instructions provided by Rock Solid Fishing staff, including wearing appropriate safety equipment (such as life vests) and abiding by all safety rules while on board the vessel. I/We understand that failure to do so may result in removal from the trip.

#### 4. Indemnity Agreement

I/We agree to indemnify and hold harmless Rock Solid Fishing LLC from any claims, actions, or damages arising from my/our own actions or negligence while on board the vessel.

## 5. Medical Treatment

In the event of an injury or medical emergency, I/We authorize Rock Solid Fishing LLC to arrange for necessary medical treatment. I/We understand that I/We am/are responsible for any medical expenses incurred during the trip.

# 6. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the Dare County, NC in which the fishing trip takes place.

By checking the box when reserving the charter or signing below, I/We confirm that I have read and understand the above terms and risks. I/We voluntarily assume all risks associated with the fishing trip and release Rock Solid Fishing from any liability related to my/our participation.