

# **HAPPY HOOKER FISHING CHARTERS**

## **CAPTAIN JOSHUA B DAVIS**

Captain Joshua B Davis and Happy Hooker Charters require that each charter participant along with the parent or guardian of minor participants, to be familiar with and agree to the following legally binding waiver. If you have any questions regarding the contents please contact Captain Davis before signing. This form must be completed before the charter begins.

\_\_\_\_\_ I understand that Saltwater fishing & Diving is a dangerous and hazardous activity, and even if I do everything correctly I am at risk for injury or death. Knowing these things, I freely choose to participate.

The under signed hereby releases waives, discharges, and agrees not to sue or hold responsible Happy Hooker Charters, Joshua B Davis, or any crew members or business associates (here after referred to as Releasers) from all liability including, but not limited to, personal injury, health problems, wrongful death, death, property loss, property damage, any loss and any claim – whether caused by the negligence of the Releasers or otherwise.

The undersigned hereby agrees to indemnify, defend, save and hold harmless the Releasers from any losses, liability, damage or cost they may incur due to activities by the undersigned associated with fishing & diving charters including but not limited to activities of the undersigned on the Releasers property, the marina, boat launch, access site, state of Texas/Louisiana property, lodging facilities, or while traveling to or from the fishing/diving charter – whether caused by the negligence of the Releasers or otherwise.

The undersigned hereby assumes full responsibility for risk of bodily injury, death, and property loss, or property damage due to the negligence of Releasers or other wise.

The undersigned agrees to allow the Releasers to use photos of the undersigned in any printed and electronic publications without compensation to the undersigned. Photos taken on the Releasers camera are the property of the Releasers and may not be used for any publication purposes without written permission from the Releasers.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law

of the state of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned agrees that this document is legally binding on the undersigned's spouse, children, heirs, next of kin, executors, administrators and assigned parties. The undersigned has reviewed the Releasers business policies and agrees to abide by those terms and conditions of service. By signing below, the undersigned agrees to the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the forgoing written agreement have been made.

---

Participants Printed Name	Signature	Date
---------------------------	-----------	------

---

Witness Printed Name	Signature	Date
----------------------	-----------	------

If Participant is under 18 years old, the signature of a Parent or Guardian is required:

---

Parent or Guardian Printed Name	Signature	Date
---------------------------------	-----------	------