

---

## **Crum's Fishing School**

(770) 530-5005

[crumsfishingschool@gmail.com](mailto:crumsfishingschool@gmail.com)

### **Liability Release Form**

#### **Crum's Fishing School, Justin Crum**

#### **VESSEL: Kelley Lynn**

#### Waiver of Liability

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH CHARTERING/SNORKELING/DIVING, ETC, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS.

I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

I assert that I am physically fit to ride on a boat and I will not hold the vessel Kelley Lynn and/or Justin Crum of Crum's Fishing School or their employees, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the boat or otherwise participating in the trip.

I fully understand that the vessel Kelley Lynn has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

Justin Crum and vessel Kelley Lynn have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold Justin Crum or vessel Kelley Lynn, their crew or passengers responsible for their actions in attempting the performance or rescue of first aid.

I agree to forever discharge and release Justin Crum, vessel Kelley Lynn, its employees and agents, the owner(s) of Justin Crum's vessel Kelley Lynn and affiliates, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim

---

against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

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

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of Parent or Legal Guardian: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

---

## ACKNOWLEDGEMENT OF RISKS

### Vessel Passenger Liability Waiver

By signing your name below, you as a passenger aboard vessel “Kelley Lynn” acknowledge: I (or my child/ren if under 18) am about to board a passenger vessel for a voyage and will encounter known and unknown risks, hazards, perils and dangers. I understand and acknowledge that as a passenger, there are known, unknown as well as unanticipated risks which could cause or result in injury, illness, disease, death, emotional distress and /or damages to myself, others and my property. The vessel owner does not want to frighten me or reduce my enthusiasm, but believes it is important for me to know in advance of the potential dangers and risk, including the inherent risks of any voyage, both known and unknown. I understand by being careful, paying attention and following instructions, I can minimize my chances of being injured or injuring others. For that reason, I hereby acknowledge and agree to the following:

1. I am aware(or my child/ren if under the age of 18) the lake/pond/ocean is a moving surface and the vessel moves on that surface, sometimes in ways that are not predictable. I recognize that conditions aboard a vessel are different and possibly more dangerous than ashore. While boarding, disembarking, standing, sitting and/or walking about the vessel I will always keep one hand free and use all available handholds, grab holds, grab rails, tables, bulkheads, railings and benches, so that I will not lose my balance, fall down and possibly be injured.
2. I understand the vessel’s deck has changes in elevation, some of which may not be marked. As I walk about the vessel. I will make sure to look where I step and pay attention so that I do not trip or fall. While climbing up or down ladders or stairs I will keep in mind I am on a moving vessel, that rocks, pitches and rolls vessel with the lake/pond/ ocean. For that reason, I will be very careful and proceed slowly so I do not lose my balance, fall, or trip. I will look where I place my feet on the stair or ladder treads. On steep ladders I will face the ladder as I go up or down. I will use all available handrails or handholds and pay attention.
3. That I am aware the decks of the vessel can become slippery due to wave action, fish, fish scales, fish slime, blood, etc., and I will be careful at all times while standing or walking so as not to slip and fall. Flip flops, slipon shoes, high heels and leather soles are not safe. I represent that I am wearing suitable shoes to safely walk about this vessel.

---

4. I will always make an effort to be aware of where all other passengers are so that I do not accidentally injure them and so they do not accidentally hurt me. I acknowledge the vessel owner is not responsible for other passengers' actions.

5. I acknowledge that while fishing I could be injured by other passengers' poles, hooks, sinkers, tackle and gear and I will be careful so that I do not injure other passengers while I am fishing.

6. I certify that I am physically capable of participation as a passenger aboard the vessel for fishing. If I have a physical limitation or have the need for assistance of any kind, I will ask for assistance from a crewmember.

7. By signing below, I hereby acknowledge I have read and understand this ACKNOWLEDGEMENT OF RISK and I expressly agree and promise to accept and assume on my behalf (or on behalf of all minor children who accompany me) all the risks inherent with being a passenger aboard vessel Kelly Lynn. My participation as a passenger aboard Kelly Lynn is purely voluntary and I elect to participate in spite of the known and unknown risks.

Print Name of Parent of Guardian if Under 18: \_\_\_\_\_

Signature of Parent of Guardian if Under 18: \_\_\_\_\_

Date: \_\_\_\_\_