



**Boat Travel and Activities Voluntary Release and Assumption of Risk**

It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement then discuss it with your attorney before proceeding. If you are a minor then this form must also be signed by a parent or guardian.

I, \_\_\_\_\_, hereby affirm that I thoroughly understand the hazards of any activity in which I may engage including activities conducted during boat travel (hereinafter collectively referred to as "Excursion") which may result in serious injury or death. I understand that these hazards include, but are not limited to, drowning, air expansion injuries, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water including the one I have been traveling on, injuries occurring while getting on or off a boat, injuries occurring while on or using facilities leading to or after my Excursion (including, but not limited to, docks, parking areas, or vehicles), being hooked, impaled, struck, or cut by all types of fishing or types of equipment, becoming seasick or exhausted, as well as all other activity related hazards and perils of the sea. I am aware that I will be engaging in activities in areas remote from competent medical assistance and that the crew may not be able to provides me medical assistance. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in boat travel and activities conducted on the Excursion whether conducted recreationally or for other cause.

I understand and agree that neither 3G fishing charters, Jimmy Garner, Matthew Garner, the captain/s, crew, divemaster/s, owner of the vessel, Orion- the vessel, any dive certification agency, nor subsidiary corporations, the owners officers, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I acknowledge that I am competent to and have examined or before use will examine any equipment provided me including my checking both the quantity and quality of any gas in any scuba tanks rented, provided, or used and that it is in good working condition and that I am certain it is free from defects. I agree to reimburse the owner for the loss or breakage of any equipment at the current retail replacement value and to also pay for damages incurred while transporting the equipment.

If I do not take with me all fish this waiver will act as my wildlife resource document (WRD). I give, donate, leave the wildlife resources or parts thereof listed under "WRD part 2" on the reverse without other applicable licenses, stamps, tags or permits. I also acknowledge that the fishing boat/3G fishing charters will receive fifty percent of any winnings that I may be awarded from offshore/inshore fishing tournaments while fishing with 3G fishing charters.

I further state that I have had sufficient time to review this document and I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian. I understand that the terms contained herein are contractual and not a mere recital and that I have signed this agreement if my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that the provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT, DO HEREBY EXEMPT, RELEASE, INDEMNIFY, AND PROMISE TO DEFEND ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date

**3G Fishing Charters**



**Diver's Voluntary Statement of Experience, Condition, and Intent**

Printed Name: \_\_\_\_\_, Age: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

Please answer **YES "Y" or NO "N"** to the following statements and fill in the information as appropriate.

\_\_\_\_\_ I am free of any medical/ physical conditions or concerns that may affect my ability to safely engage in diving, boat travel, fishing, swimming, or any strenuous activity. I am not taking any medication or drugs that may or will interfere with activities while on my trip.

\_\_\_\_\_ I have sufficient experience, training, and knowledge to safely conduct all activities while on this trip.

\_\_\_\_\_ If fishing (including spearfishing) I have a valid Texas State Fishing License with a Saltwater Fishing Endorsement.

My Texas fishing license number and expiration dates are: \_\_\_\_\_

WRD part 2: Number and type of species or parts: \_\_\_\_\_ caught on this day in the navigable waters of the Gulf of Mexico, USA

\_\_\_\_\_ If I enter the water I guarantee know how to swim or SCUBA dive as appropriate, I can control my depth, and I acknowledge that I am not being supervised in or out of the water and that I am not relying on any instruction, action or inaction of the crew for my safety.

\_\_\_\_\_ I agree that the crew does not provide supervision for me while I am in the water, getting in the water, or getting out of the water.

\_\_\_\_\_ I am certified to dive by: \_\_\_\_\_, my level of certification is: \_\_\_\_\_,

my certification number is: \_\_\_\_\_, the date of my last dive was: \_\_\_\_\_,

In the last 12 months I have successfully completed \_\_\_\_\_ dives in salt water and \_\_\_\_\_ dives in fresh water.

I agree that I will not dive deeper or longer than I am qualified which is \_\_\_\_\_ feet deep.

Sign and Date: \_\_\_\_\_

Sign

Date

**Contact Information**

Occasionally we like to contact our customers to update them on our current trips, activities, etc. We would like to include you only if you desire to receive such information. If you would like us to contact you please provide your information below.

Name: \_\_\_\_\_

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

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Who did you book us through?: \_\_\_\_\_