

**MONOMOY ADVENTURES WAIVER, RELEASE, & INDEMNIFICATION OF ALL LIABILITY FORM**

This Document is a Waiver, Release, & Indemnification of ALL Liability/Assumption of Risk Document that all users & passengers of Monomoy Adventures must read, date, sign, & complete in order to use and/or engage the services of Monomoy Adventures and be transported to, and dropped off at, any location.

**PASSENGER / USER AGREES TO FULLY READ THIS WAIVER, RELEASE, & INDEMNIFICATION OF ALL LIABILITY FORM CAREFULLY, FULLY, & COMPLETELY BEFORE SIGNING**

In consideration of Jamile Bassett dba Monomoy Adventures, and hereafter "Monomoy Adventures," providing and furnishing services and/or equipment to enable me to access **MONOMOY NATIONAL WILDLIFE REFUGE, WILDERNESS AREA, NORTH MONOMOY ISLAND, SOUTH MONOMOY ISLAND, MINIMOY, & SURROUNDING LAND, SANDBAR, AND WATER STRUCTURES, INCLUDING BUT NOT LIMITED TO PROPERTY (SOUTH BEACH) OWNED BY THE TOWN OF CHATHAM AND ANY OTHER LAND OR WATER WITHIN A 50 MILE RADIUS (hereafter to be referred to as "LOCATIONS")**, for the purpose of any recreational activity, including but not limited to FLY FISHING, BIRD WATCHING, KAYAKING, HIKING, HUNTING, NATURE VIEWING, PHOTOGRAPHING, PAINTING, TREKKING, RUNNING, etc. I fully understand, acknowledge, and confirm that: (A) taking a boat over any body of water, at any time of day or night, has inherent risks, dangers, and hazards, and such risks exist in my use of Monomoy Adventures's vessel and marine equipment in order for me to access the above mentioned locations; (B) the above mentioned locations are REMOTE and INACCESSIBLE at certain times of the day and that safe access for drop off and pick up to and from these locations depend entirely upon safe **Tidal & Weather conditions**; (C) **ACCESS**, emergency and otherwise, to the locations is restricted by daily tidal and weather conditions which are beyond the control of Monomoy Adventures; (D) due to daily tidal & weather conditions, if I am dropped off at any of the locations, I will be completely isolated and will not be able to rely on Monomoy Adventures, or Harbormaster, Coast Guard, for any evacuation service, emergency or other, to safely retrieve me from any of the locations; (E) I have thoroughly and fully checked the entire day's weather forecast and determined, without doubt, that the weather conditions are completely acceptable for me to be physically present on the locations and to engage Monomoy Adventures's services to access the locations in order for me to engage in my planned activities of choice; (F) while engaged in these activities and at these locations, I could suffer, experience, or be a victim of various, known, unknown, and unanticipated life threatening occurrences and risks, including but not limited to heart attack/s, stroke/s, shark attacks, coyote attacks, bird attacks, lightning strikes, drowning, heat exhaustion, dehydration, sun burn, sun stroke, hyperthermia, disorientation, etc; (G) my participation in such activities and/or use of such equipment including but not limited to being on Monomoy Adventures and taking Monomoy Adventures to the locations as well as being on any of the locations, may result in injury or illness, mental and physical including, but not limited to bodily injury, infection, disease, strains, fracture, partial and/or total paralysis, death or other ailments that could cause serious, total, or permanent disability; (H) I certify that I do not have any medical condition that would prevent me from walking 10 (ten) plus miles within a 1 to 10 hour period over dry and wet sand, beach and wilderness terrain; (I) risks, dangers, injuries, disabilities, and death may be caused by mechanical failures, the negligence of Monomoy Adventures, the employees, officers, operators, agents, or captains of Monomoy Adventures, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature including but not limited to thunder storms, lightning, rain, fog, extreme cold, extreme heat, direct sun, animal attacks, or other causes; (J) risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, captain and guide decision making, including that a captain or guide may misjudge terrain, weather or location, sea or ocean conditions or tidal currents, and/or water levels and risks; (K) falling out of or drowning while in or outside of a boat, canoe or kayak or in waders or while using any fly fishing gear or gear associated with the activity is significant and such risks, hazards and dangers are integral to recreational activities that take place in any wilderness, or outdoor, or recreational environment; (L) by my participation in these activities and/or use of equipment, and use of Monomoy Adventures, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Monomoy Adventures or by any other person; (M) I may be at any of the locations for a duration of 1 minute until infinity; (N) (FORUM SELECTION, SEVERABILITY, BREACH OF CONTRACT/WARRANTY WAIVER, ETC..) and that in the event I file a lawsuit against Monomoy Adventures I agree to do so solely in the State of Massachusetts, in the town of Orleans in Barnstable County and I further agree that the substantive law of that state shall apply in that, and any action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate or my children's estates might otherwise have been entitled and I agree to submit to the jurisdiction of the Massachusetts courts and I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible; (O) a copy of this agreement can be used as if it was the original; (P) this document constitutes the entire agreement between myself and Monomoy Adventures and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words; (Q) I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract; (R) by signing this document, I acknowledge for myself and any of the children I am responsible for, that I/we may be waiving our legal right to a jury trial to hold Monomoy Adventures, the employees, officers, operators, agents, or captains of Monomoy Adventures legally responsible for any injuries or damages resulting from risks inherent in the use of Monomoy Adventures's Services, from any acts by Monomoy Adventures, negligent or otherwise, for any injuries or damages I/we may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care, and for any injuries or damages I/we may suffer while engaged in any activity while on or using Monomoy Adventures equipment (boat, vessel); (S) I hereby grant permission to Monomoy Adventures to make and use for promotion or other purposes, photographic records without recourse or compensation to me; (T) I, on behalf of myself, my personal representatives, my heirs, estate, or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Monomoy Adventures, the Town of Chatham, Massachusetts, the State of Massachusetts, the U.S. Fish & Wildlife Service, the Monomoy Wildlife Refuge and the United States of America, and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my use as a passenger or otherwise of Monomoy Adventures equipment or my participation in or engagement in activities, including but not limited to fly fishing, bird watching, kayaking, hiking, nature watching, boat touring, etc., on any of the locations; (U) I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Monomoy Adventures, the Town of Chatham, Massachusetts, the State of Massachusetts, the U.S. Fish & Wildlife Service, the Monomoy Wildlife Refuge and the United States of America.

I, for myself and on behalf of my heirs, assign, personal representatives and next of kin, HEREBY AGREE to RELEASE, INDEMNIFY, AND HOLD HARMLESS Monomoy Adventures, its owner/s, officers, officials, members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the equipment used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE and I further agree to release, acquit and covenant not to sue Monomoy Adventures, and/or passengers or participants for all actions, causes of actions, claims or damages of whatever kind, for any reason whatsoever, and I agree that if Monomoy Adventures is forced to defend any action, lawsuit or litigation by myself, my heirs, my assigns, my next of kin, my personal representatives my executors, or anyone or entity on my family's or my behalf that I agree to pay all of Monomoy Adventures costs and legal fees associated with any such action, lawsuit, or litigation. I HAVE READ THIS WAIVER, RELEASE, AND INDEMNIFICATION OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT / FORM, DOCUMENT, AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**I HAVE READ** the above waiver, release, and indemnification form and by signing it, agree it is my intention to completely exempt and relieve Monomoy Adventures, the town of chatham, massachusetts, the state of massachusetts, the u.s. fish & wildlife service, the monomoy wildlife refuge and the united states of america from any and all liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

DATE: \_\_\_\_\_

SIGNATURE OF PARTICIPANT \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

