

TEXAS WATERCRAFT CHARTER PASSENGER LIABILITY WAIVER AND RELEASE OF CLAIMS

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT UNDER TEXAS LAW.

This Watercraft Charter Passenger Liability Waiver and Release of Claims (“Agreement”) is entered into by the undersigned passenger (“Participant”) in favor of the vessel owner, captain, crew, and charter company (collectively, “Operator”) for participation in a chartered boating or watercraft activity in the State of Texas.

1. ACKNOWLEDGMENT OF RISKS

Participant understands and acknowledges that boating and charter activities on Texas waterways involve inherent risks, including but not limited to:

- Drowning, slips, falls, and overboard incidents
- Collisions with vessels, objects, or submerged hazards
- Changing weather, wakes, and water conditions
- Equipment malfunction or mechanical failure
- Negligence of other passengers or third parties
- Boarding, disembarking, swimming, or water recreation activities

Participant voluntarily and knowingly assumes all risks, whether known or unknown.

2. ALCOHOL AND INTOXICATION RISKS (TEXAS-SPECIFIC)

Participant acknowledges that:

- Under Texas law, operating a watercraft while intoxicated is illegal; however, passengers may be exposed to heightened risks if consuming alcohol.
- Alcohol and/or drugs impair balance, coordination, judgment, and increase the risk of serious injury or death on the water.

Participant agrees that:

- Any consumption of alcohol or substances is voluntary and at their own risk.
- They will not engage in unsafe behavior due to intoxication.
- The Operator has sole discretion to limit or terminate participation of any intoxicated or unsafe individual.
- Participant assumes full responsibility for any injury, damage, or incident caused by their intoxication.

3. EXPRESS NEGLIGENCE NOTICE (TEXAS REQUIREMENT)

THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY TEXAS LAW AND INCLUDES A RELEASE OF LIABILITY FOR THE NEGLIGENCE OF THE OPERATOR.

Participant expressly agrees to release the Operator from any and all claims arising from the **negligence of the Operator**, to the fullest extent permitted under Texas law.

4. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, PARTICIPANT HEREBY RELEASES, WAIVES, AND DISCHARGES THE OPERATOR FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO:

- PERSONAL INJURY, ILLNESS, OR DEATH
- PROPERTY DAMAGE OR LOSS
- ANY INCIDENT OCCURRING BEFORE, DURING, OR AFTER THE CHARTER

THIS RELEASE APPLIES EVEN IF CAUSED BY THE NEGLIGENCE OF THE OPERATOR, EXCEPT WHERE PROHIBITED BY LAW, INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. CHARTER-SPECIFIC TERMS

Participant acknowledges and agrees that:

- The vessel is being operated as a private or commercial charter under the direction of a licensed or designated captain.
- The captain has full authority over vessel operations, safety decisions, navigation, and passenger conduct.
- The charter may be altered, delayed, or terminated due to weather, safety concerns, mechanical issues, or passenger behavior.
- No guarantees are made regarding route, duration, conditions, or activities.
- Participant must follow all crew instructions immediately and without objection.

Failure to comply may result in removal from the vessel without refund (if applicable).

6. INDEMNIFICATION

Participant agrees to indemnify, defend, and hold harmless the Operator from any and all claims, damages, liabilities, or expenses (including attorney's fees) arising from:

- Participant's conduct or negligence
- Participant's intoxication or impairment

- Damage to the vessel or third-party property caused by Participant
- Injury to other passengers caused by Participant

7. MEDICAL FITNESS AND SAFETY

Participant certifies that:

- They are physically and mentally capable of safely participating
- They have disclosed any relevant medical conditions if necessary
- They will wear life jackets or safety equipment when required

8. EMERGENCY MEDICAL AUTHORIZATION

Participant authorizes the Operator to obtain emergency medical care if necessary and agrees to be financially responsible for any such care.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Any legal action arising from this Agreement shall be brought exclusively in a court of competent jurisdiction in Texas.

10. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT OF UNDERSTANDING

Participant acknowledges that:

- They have read and fully understand this Agreement
- They understand they are waiving significant legal rights
- They sign this Agreement voluntarily and without inducement

Participant Name: _____

Signature: _____

Date: _____

Emergency Contact (Name & Phone): _____

MINOR PARTICIPANTS (UNDER 18)

I, the undersigned parent or legal guardian, consent to the minor's participation and agree to this Agreement on their behalf. I further agree to indemnify the Operator for any claims brought by or on behalf of the minor.

Parent/Guardian Name: _____

Signature: _____

Date: _____
