

EXPEDITION PARTICIPANT RELEASE AND ASSUMPTION OF RISK

Applies to all Marlin Expeditions trips

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Part 1 — Preamble, Definitions and Consideration

1.1 Notice to the participant

READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. IT INCLUDES A RELEASE OF CLAIMS, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, AND AN AGREEMENT TO INDEMNIFY THEM. COMPLETION OF THIS RELEASE IS A PREREQUISITE TO YOUR ENROLLMENT AND PARTICIPATION. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCEPT THEM AND DO NOT PARTICIPATE.

1.2 Definitions

"Activity" means the expedition in which I am enrolling, together with all trips, activities, excursions, and travel services arranged for me or made available to me in connection with my registration and participation, including all fishing, lodging, ground transport, excursion, social, and hospitality components, and all travel and transportation to, from, and during the expedition.

"Organizer" means THE MARLIN GROUP NETWORK LLC and, where the Activity is operated under an event or trip name, that event or trip.

"Released Parties" means the Organizer; the Activity and its sponsors; each of their respective parent companies, subsidiaries, and affiliated companies; the officers, directors, members, managers, employees, associates, agents, representatives, volunteers, and independent contractors of all of the foregoing; all other participants in the Activity; all vessel owners, captains, mates, and crew; all location owners, operators, lodges, marinas, and venues; and all travel agencies, outfitters, guides, and service providers engaged in connection with the Activity.

"Claims" means any and all claims, suits, causes of action, obligations, liabilities, debts, costs, expenses, damages, or demands of every kind and nature, whether known or unknown, whether in contract, tort, statute, or otherwise, that I now have or that may hereafter arise from or in connection with my application for, enrollment in, travel to or from, or participation in the Activity.

1.3 Consideration, capacity and acceptance

In consideration of being permitted to apply for, enroll in, register for, and participate in the Activity, I agree to the terms of this Release. I enter into this Release individually for myself and on behalf of my personal representatives, heirs, assigns, executors, administrators, and next of kin, and, if I am the master or owner of a vessel participating in the Activity, in that capacity as well.

My registration for the expedition and payment of the trip fee or deposit constitute my acceptance of this Release. I am applying to participate, and acceptance of my registration is at the sole discretion of the Organizer.

1.4 Representation of age and authority

I represent that I am at least 18 years of age. If I am accepting this Release on behalf of any other person, including any member of my team, crew, or party, I represent that I have the authority to bind that person to this Release, and I agree to indemnify the Released Parties against any Claim brought by that person on the ground that I lacked such authority.

I represent that I am physically and medically fit to participate in the Activity, and that I have consulted a physician if I have any reason to question my fitness to do so.

Part 2 — Assumption of Risk

2.1 General assumption of risk

I acknowledge that the Activity is dangerous and hazardous and may entail the risk of serious injury, death, and property or economic damage. I fully assume all risks posed to me by my enrollment in and participation in the Activity, whether those risks are known or unknown to me, whether foreseen or unforeseen, and whether economic or non-economic.

2.2 Specific risks acknowledged

I understand that the risks include, but are not limited to, the following:

- the inherent risks of offshore and blue-water game fishing, including contact with hooks, lures, leaders, line, gaffs, and other sharp or high-tension equipment, and contact with large and powerful marine animals;
- inclement weather, sea state, heavy or confused seas, lightning, and other forces of nature or acts of God;
- operation of and travel aboard vessels, including collision, grounding, fire, capsize, sinking, man-overboard, and failure or malfunction of vessel systems or safety equipment;
- boarding and disembarking vessels, movement about a vessel underway, slips, trips, and falls;
- prolonged sun and heat exposure, dehydration, heat illness, seasickness, fatigue, and sunburn;
- the physical demands of the Activity, including standing for extended periods, agility, balance, lifting, and handling equipment, and my own physical conditions and limitations, including mobility limitations and sensitivity to sun exposure;
- immersion and drowning, and I understand that the ability to swim is strongly recommended;
- accident or illness away from immediate medical care, delayed emergency response, delayed or unavailable evacuation, and the limited availability or absence of adequate medical care;
- exposure to communicable disease, and to insect-, water-, and food-borne illness;
- injury, loss, or death occasioned by criminal act, civil disorder, acts of insurgency, terrorism, or acts of warfare;
- travel by airplane, helicopter, train, bus, boat, automobile, and other conveyances, whether or not arranged by the Organizer;
- the acts, omissions, negligence, or misconduct of other participants, vessel captains and crew, guides, and third-party service providers; and
- the consumption of alcohol by me or by others at Activity functions.

I further assume the risks associated with travel in mountainous, jungle, coastal, or otherwise remote terrain; exposure to tropical disease; accident or illness in remote locations where medical facilities may be limited or

absent; and conditions in which evacuation may be delayed or impossible and communications may be unavailable.

I acknowledge that the Activity requires me to stand in the sun for extended periods, to board and disembark vessels, to handle fishing equipment and sharp objects, to maintain balance and agility, and to contend with potentially rough sea conditions, and I confirm that I am able to do so.

Part 3 — Release and Covenant Not to Sue

3.1 Release

I hereby release, discharge, and forever hold harmless the Released Parties from any and all Claims, whether or not caused or contributed to by the negligence of any of the Released Parties, and whether or not arising from the manner in which the Activity is organized, operated, supervised, or conducted by any of the Released Parties.

3.2 Covenant not to sue

I further agree that I will not commence, prosecute, maintain, or voluntarily assist in any action, suit, arbitration, or proceeding against any of the Released Parties in respect of any Claim released under Part 3. If I do so, I agree to pay all costs and reasonable attorneys' fees incurred by the Released Parties in defending that proceeding.

3.3 Claims not released

Nothing in this Release is intended to release, and this Release does not release, any Claim arising from the gross negligence, recklessness, or willful or intentional misconduct of any Released Party, nor any Claim that applicable law does not permit to be released, waived, or limited in advance.

Part 4 — Indemnification

To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties, and their respective heirs, executors, administrators, legal representatives, successors, assigns, and parent organizations, from and against any damages, costs, expenses, or liabilities, including but not limited to reasonable attorneys' fees and other professional fees, resulting from or in any way connected with the risks posed by the Activity, and regardless of whether those risks were caused in full or in part by a party indemnified hereunder.

I further agree to indemnify the Released Parties against any Claim brought by, or any loss arising from the act or omission of, any person for whom I am responsible, including any member of my team, crew, party, or guests, and against any fine, penalty, forfeiture, or loss arising from my own violation of any applicable law, regulation, or rule.

Part 5 — Medical Treatment, Evacuation and Insurance

5.1 Consent to treatment

I authorize the Organizer and its representatives to obtain or administer such first aid, medical treatment, transport, and emergency evacuation as they consider reasonably necessary for my health and safety if I am unable to give consent at the time, and I consent to examination and treatment by licensed medical personnel. This authorization is a convenience granted for my benefit and does not impose on any Released Party any duty to provide, procure, or fund medical care, rescue, or evacuation.

5.2 Financial responsibility

I am solely responsible for the cost of all medical care, transport, evacuation, and repatriation provided to me, whether or not arranged by a Released Party on my behalf, and I will reimburse any Released Party that advances such cost.

5.3 Insurance

THE ORGANIZER PROVIDES NO MEDICAL, ACCIDENT, DISABILITY, LIFE, TRIP CANCELLATION, PROPERTY, OR VESSEL INSURANCE COVERING ME OR MY PROPERTY. I AM ADVISED TO OBTAIN MY OWN INSURANCE COVERING MYSELF, MY PARTY, AND MY VESSEL, AND, FOR ANY ACTIVITY CONDUCTED OUTSIDE MY COUNTRY OF RESIDENCE OR IN A REMOTE LOCATION, TO OBTAIN TRAVEL MEDICAL INSURANCE AND EMERGENCY EVACUATION COVERAGE. I ACKNOWLEDGE THAT I HAVE BEEN SO ADVISED AND THAT ANY DECISION NOT TO OBTAIN SUCH COVERAGE IS MINE ALONE.

I acknowledge that travel medical insurance and emergency evacuation coverage are not included in my expedition fare.

Part 6 — Third-Party Service Providers

I understand that lodges, hotels, marinas, charter operators, vessel owners, air carriers, ground transport providers, guides, outfitters, travel agencies, and other suppliers involved in the Activity are independent contractors and are not employees or agents of the Organizer. The Organizer does not own, manage, control, or operate them. No Released Party is liable for the acts, omissions, negligence, defaults, insolvency, cancellation, or failure to perform of any such supplier, or for any injury, loss, damage, delay, or inconvenience caused by them.

I understand that travel, lodging, ground transport, and in-country services for the Activity may be arranged by or through such third parties, including lodges and travel agencies engaged for the Activity.

Part 7 — Publicity, Media and Recordings

In consideration of being permitted to participate in the Activity, I grant the Organizer and its licensees, affiliates, successors, and assigns (the "Licensed Parties") the unrestricted, irrevocable, and perpetual worldwide right to record, copy, reproduce, publish, exhibit, perform, and otherwise exploit, and to license others to do so, in any and all media now existing or hereafter developed and without payment of additional compensation, my appearance, name, likeness, voice, and statements made in interviews connected with the Activity, together with any photographic, video, or audio materials that I create during my participation (collectively, the "Property"), for any purpose including advertising and promotion. I waive any right to inspect or approve any use of the Property or any material incorporating it.

The Licensed Parties shall have no liability to me relating to the use or publication of the Property for any reason, and I irrevocably release the Licensed Parties from all actions, claims, and demands arising from or relating to any such use or publication. Nothing obliges the Licensed Parties to make any use of the rights granted, and those rights shall not revert to me by reason of non-use.

All recordings, images, and audio captured by or on behalf of the Organizer in connection with the Activity are the property of the Organizer and may be used for promotional purposes.

Part 8 — Rules, Conduct and Removal

8.1 Rules and decisions

I acknowledge receipt of the rules of the Activity and agree to abide by them fully. I further agree that I will abide by and accept all decisions made by the Organizer, the tournament or event committee, or any of their representatives in connection with my application, enrollment, or participation; that all such decisions are final, non-appealable, and within the sole discretion of the Organizer or its representatives; and that any economic or non-economic consequence to me resulting from such a decision falls within the scope of the release in Part 3.

8.2 Booking, payment and cancellation

Payment, deposit, cancellation, and refund terms are set out separately in the applicable Booking Terms and are not part of this Release. Nothing in the Booking Terms limits this Release.

8.3 Travel documentation

I am responsible for obtaining and maintaining all passports, visas, permits, vaccinations, and other documentation required for travel in connection with the Activity, and no Released Party is liable for any loss arising from my failure to do so.

8.4 Compliance, conduct and removal

I will comply with all applicable laws and regulations, including all fisheries, conservation, customs, immigration, and vessel regulations of every jurisdiction in which the Activity is conducted. I acknowledge that alcohol may be served at Activity functions, that I am responsible for my own conduct and consumption, and that the Organizer may remove me from the Activity, without refund, for conduct that in its judgment endangers any person, breaches the rules, or violates applicable law.

Part 9 — General Provisions

9.1 Governing law and forum

This Release is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. I consent to the exclusive jurisdiction of the state and federal courts located in Orange County, Florida for any dispute arising out of or relating to this Release or the Activity, I consent to personal jurisdiction in those courts, and I waive any objection based on venue or forum non conveniens.

9.2 Enforcement to the maximum extent permitted

I intend this Release to be interpreted as broadly as the law allows. If any provision, or any application of any provision, is held invalid or unenforceable in any jurisdiction, that provision shall be reformed and construed to the maximum extent permitted by applicable law so as to give effect to my intent, and if it cannot be so reformed it shall be severed, and the remainder of this Release shall continue in full legal force and effect. I acknowledge that the law of some jurisdictions restricts or prohibits the release of claims for negligence in advance, and I agree that this Release shall be enforced to the fullest extent that the applicable law permits.

9.3 Entire agreement

This Release supersedes any other agreement, written or oral, between me and the Organizer concerning the subject matter of this Release, and may not be modified except in a writing signed or electronically accepted by

the Organizer. No representation, warranty, or assurance not contained in this Release has been made to me or relied upon by me.

9.4 Electronic acceptance and signature

I agree that my acceptance of this Release by electronic means, including by checking a box, clicking a button, typing my name, submitting an electronic registration form, or paying an entry, trip, or deposit fee in a process that presents this Release, constitutes my signature and has the same legal effect as a handwritten signature, and I consent to transact electronically under the federal Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act as adopted in Florida. An electronic or photocopied record of this Release may be used and is as effective as an original.

9.5 Binding effect, assignment and interpretation

This Release binds me and my personal representatives, heirs, assigns, executors, administrators, and next of kin, and benefits each Released Party and their respective successors and assigns, each of whom may enforce it. Headings are for convenience only and do not affect interpretation. This Release shall not be construed against any party as its drafter.

9.6 Language

The English-language version of this Release governs. Any translation is provided for convenience only, and in the event of any inconsistency the English version prevails.

9.7 Privacy and marketing consent

The Organizer's privacy policy governs its collection and use of my personal information and is available at <https://www.marlinmag.com/privacy-policy/>. Separately, I consent to the Organizer using my contact information to send me newsletters, surveys, offers, and other communications on behalf of the Organizer and its partners. I may withdraw that consent or amend my preferences at any time. I understand that my information may be transferred to and processed in countries other than my country of residence in connection with the Activity.

Part 10 — Acknowledgment and Acceptance

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR THEIR OWN NEGLIGENCE. I UNDERSTAND THAT I AM ASSUMING RISKS THAT MAY RESULT IN SERIOUS INJURY OR DEATH. MY ACCEPTANCE IS GIVEN FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OR ASSURANCE HAVING BEEN MADE TO ME, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant name (print)	Signature or electronic acceptance	Date
Expedition and departure date	Role: angler / guest	Email