

VESSEL TURN-IN PROGRAM WAIVER AND RELEASE

1. The undersigned is a titled owner of the vessel described below (hereinafter “vessel”), which is the subject of an application to the Fish and Wildlife Conservation Commission (“Commission”) for the vessel to be considered for eligibility to be destroyed and disposed of by the Vessel Turn-In Program (VTIP), administered by the Commission:

Make/Model: _____

Registration: _____

Hull Identification Number: _____

2. The undersigned hereby acknowledges that he or she is the titled owner/one of the titled owners of the vessel and that he or she has the authority to execute this waiver and make the authorizations related to the vessel.
3. The Commission and/or other local, State or Federal government entities will bear the costs of removal of the vessel from the waters of the State as well as the costs of the destruction and disposal of the vessel. These costs would ordinarily be borne by the owner or insurer of the vessel.
4. The undersigned hereby waives all interest of any kind, now existing or in the future, in the vessel, all parts thereof, and all property therein. The undersigned hereby grants permission to the Commission and/or its designee to immediately or at some later time to destroy and dispose of the vessel, all parts thereof, and all property therein, and to notify the Florida Department of Highway Safety and Motor Vehicles to destroy the title to the vessel.

5. The undersigned hereby releases and forever discharges the United States of America and its elected officials, agents, employees, agencies, and volunteers; the State of Florida and its elected officials, agents, employees, agencies, and volunteers, including the Commission and the Department of Highway Safety and Motor Vehicles; and all local governments of the State of Florida and their elected officials, agents, employees, agencies, and volunteers from all claims and demands, actions and causes of action arising under the laws of the State of Florida or the United States of America, and any and all damages, costs, expenses and compensation arising from the Commission possessing, maintaining and/or destroying the vessel described in paragraph 3, all parts thereof, and all property therein. The undersigned also hereby waives any future suit, challenge, claim, or cause of action of any kind and of whatever nature, and in any forum whatsoever, which have been, or which might be made against any of those listed in this paragraph based on the Commission or its agent's removal of the vessel from the waters of this State, its destruction, and its disposal, including the removal, destruction and disposal of all parts thereof and all property therein.
6. The undersigned acknowledges that he/she is fully responsible for the vessel remaining in a floating condition and secured such as not to create a hazard or safety concern for others. The undersigned also acknowledges that they remain the titled owner of the vessel until such time as the vessel has been removed and disposed of, at which time the title and registration for the vessel will be canceled. The Commission nor the State of Florida takes ownership of the vessel at any time, however is authorized by the vessel owner to remove and dispose of the vessel on the owner's behalf. Documented vessels also remain the property and responsibility of the owner until the removal contractor is in custody of the vessel for the purpose of removal. The undersigned acknowledges that he or she has had an opportunity to consult with an attorney,

~~and hereby acknowledges and affirmatively states that he/she has signed this waiver freely, voluntarily, and without any coercion, threat, or promise.~~

7. Undersigned acknowledges that all personal property and belongings have been removed from the vessel and understands that any and all personal property or belongings remaining in the vessel after the execution of this agreement are considered to have been relinquished and subject to destruction and disposal by the Commission.
8. Undersigned affirms that there are no inherently dangerous items (weapons, explosives, gas, etc.) on or about the vessel that could harm FWC or its designees while engaged in removal activities.
9. Furthermore, the undersigned agrees to allow the contractor hired for removal to have full access to the vessel without interference. Should the applicant deny, attempt to deny, or hinder the contractor's access to the vessel for the purpose of removal the vessel will no longer be eligible for removal by the Vessel Turn-In Program and the applicant will be ineligible to reapply. In such event, responsibility for the vessel continues to reside with the undersigned.
10. The undersigned acknowledges that he or she has had an opportunity to consult with an attorney, and hereby acknowledges and affirmatively states that he/she has signed this waiver freely, voluntarily, and without any coercion, threat, or promise.

Titled Owner Signature

Printed Name of Titled Owner

Date

Titled Owner's Primary Telephone Number

Titled Owner's Primary Address, Line 1

Titled Owner's Primary Address, Line 2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ (name of person signing instrument), who
is _____ personally known to me or who produced
_____ as identification.

(Notary Apply Seal Here)

Signature of Notary

Printed Name of Notary