

DEVOCEAN WATERSPORTS LLC

AGREEMENT FOR RELEASE, DISCHARGE AND ASSUMPTION OF RISKS

This document limits your legal rights. You must read it, understand it, initial it, and sign it. If you refuse, Devocean Watersports LLC may refuse to offer any services to you.

Print Name: _____
(Participant)

Address: _____ City & State: _____

Zip Code: _____ Home Phone # _____ Mobile Phone #: _____

Emergency Contact Person: _____ Mobile Phone #: _____

I am at least eighteen years of age, or am the parent or legal guardian of: _____

_____, a minor, who is under the age of eighteen. I agree, on behalf of myself, the person for whom I may be signing, and my or his/her successors, heirs, assigns, personal representatives and estate, that in consideration for the services provided by Devocean Watersports LLC ("Devocean"), I hereby acknowledge and agree as follows:

_____ **DISCLOSURE OF RISKS:** I am aware that jet-skiing, riding in a boat, swimming, running, jumping, snorkeling, and any other activity in which I am about to voluntarily engage (collectively "Devocean Activity"), bears known and unknown risks which could result in injury, death, illness, mental or physical harm to myself and others, and/or damage to my property or the property of others. These risks and hazards include but are not limited to: **HYPOTHERMIA, EXPOSURE, DROWNING, WINDBURN, SUNBURN, BROKEN BONES, CHANGING WEATHER, TRAIL AND WATER CONDITIONS, BARE SPOTS, ROCKS, STUMPS, TREES, COLLISIONS WITH NATURAL OR MAN MADE OBJECTS, PERSONS, OR THINGS, ROLL-OVERS, VARIATIONS IN TERRAIN, FAILURE OF OTHERS TO PARTICIPATE WITHIN THEIR ABILITY, INJURY FROM CARRYING, TOWING, LIFTING OR DRAGGING EQUIPMENT, MY OWN PHYSICAL CONDITION, MY OWN NEGLIGENCE AND THE NEGLIGENCE OF OTHERS INCLUDING DEVOCEAN, CONSUMING FOOD OR DRINK, AND THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS.**

_____ **ASSUMPTION OF RISK:** I voluntarily assume and accept any and all risks of any injury or harm to my person or property which may result from these or any other hazards arising from my participation in any Devocean Activity. This Assumption of Risk includes the risk of injury or harm which may be caused by acts of omission or negligence by Devocean or any of its employees, manager, agents, owners, and other persons.

_____ **RELEASE AND DISCHARGE.** I voluntarily release and discharge Devocean, its employees, managers, owners, agents, and all persons connected to Devocean from all liability, claims, demands, or causes of action which are related to, arise from, or are in any way connected with my participation in any Devocean Activity. This includes claims related to the hazards described above, as well as the negligent acts or omissions of Devocean or others. I agree to follow the instructions of all Devocean Tour Guides; to wear a helmet at all times, to obey all posted signs, and all other written or verbal instructions. I agree to hold

harmless, release and indemnify Devocean, its employees, managers, owners, agents, or others connected to Devocean from all costs and attorney's fees in connection with any claim or claims which may arise as a result of my participation in any Devocean Activity, except for any claims which may arise from the intentional or willful and wanton conduct of Devocean or any of its employees.

_____ **INSURANCE AND PHYSICAL CONDITION:** I understand that no medical or other insurance benefits are being provided to me by Devocean. **I CERTIFY THAT I AM IN GOOD HEALTH AND THAT I AM NOT PREGNANT.** I have no physical condition, mental condition, disability, impairment, or injury which would make it difficult or dangerous for me to participate in any Devocean Activity. I understand that Devocean, in reliance on my statement of good health and condition, is allowing me to participate in Devocean Activity.

_____ **MENTAL CAPACITY:** I have not consumed any alcohol or used any drugs during the past 24 hours which would impair my current ability to safely operate a Jet-Ski or engage in any other Devocean Activity, or which would impair my ability to knowingly and voluntarily enter into this Agreement.

_____ **EQUIPMENT DAMAGE:** In consideration for Devocean providing tour and activity services and permitting me to use and enjoy its equipment, I agree that I am personally responsible for any damage to, or loss of, Devocean's property or equipment which I cause. This includes, but is not limited to any damage to or loss of Jet-Skis, helmets, clothing, gloves, water shoes, goggles, life jackets, Devocean offices and equipment, and or any other property or equipment which I damage or lose. This agreement expressly includes damage caused by any collision between any equipment I am using and any other person or thing.

_____ **PERSONAL ITEMS:** I am responsible for my own items. Any personal items brought to Devocean are left there at my own risk. Devocean accepts no responsibility for the loss, theft, or damage of personal items.

_____ **EFFECT OF RELEASE AND ENTIRE AGREEMENT:** I understand and agree that by signing this Agreement, I am voluntarily assuming all risks of harm, loss, or injury, and am forever releasing and waiving any rights which I may have to recover damages, attorney's fees, costs or other amounts from Devocean, its employees, managers, agents, or owners, for any claim, injury, loss, damages, or harm to myself or to others resulting from the risks and hazards described above or from my participation in any Devocean Activity. I understand this is the entire agreement between Devocean and myself. I have read this Agreement, understand it, and agree I am bound by it.

SIGNATURE OF PARTICIPANT: _____ **DOB:** _____
DATE: _____

If the Participant is under 18 years of age, I declare I am the parent or guardian of the minor Participant and agree this document will bind the minor Participant.

SIGNATURE OF PARENT OR GUARDIAN _____ **DATE:** _____