

TIKI TOURS, LLC & VESSELS "TIKI TIME" AND "TIKI QUEEN" COMPLETE LIABILITY RELEASE

Inherent Risks/Assumption of the Risks

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH boarding and riding aboard a boat/water vessel, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to ride on a boat and I will not hold the vessels "TIKI QUEEN AND TIKI TIME" and/or "TIKI TOURS, LLC" or their employees, captain, crew, agents or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while chartering the boat or otherwise participating in the tour.

Medical Attention

I fully understand that the vessels "TIKI QUEEN AND TIKI TIME" and "TIKI TOURS, LLC" has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

"TIKI TOURS, LLC" and vessels "TIKI QUEEN AND TIKI TIME", have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold "TIKI TOURS, LLC" or vessels "TIKI QUEEN AND TIKI TIME", their captain, crew or passengers responsible for their actions in attempting the performance or rescue of first aid.

Lost Items

I acknowledge that while taking the boat tour any loose items I bring on the trip may fall into the water or be blown off of the boat by the wind. I agree to assume all responsibility for any items I bring on the trip and will not hold "TIKI TOURS, LLC" and vessels "TIKI QUEEN AND TIKI TIME" or their employees, captain, crew, agents or other associated personnel liable for any damage or loss that may occur to personal property. These items may include, but are not limited to, cameras, camcorders, cell phones, hats, sunglasses, binoculars, jewelry, wallets, and purses.

Life Jacket Warning and Offering

I, for myself and/or on behalf of my child and/or legal ward, have been fully warned and advised by "TIKI TOURS, LLC" and its captain and/or crew that a life jacket should be worn while riding in the vessel from which the tour is given. I acknowledge that "TIKI TOURS, LLC" and its captain and/or crew has offered the use of a proper life jacket. If I choose to forego wearing a life jacket, I assume any and all liability that may result from my failure to wear the life jacket. I also understand and will enforce with minor participants that it is MANDATORY THAT ALL CHILDREN AGE 12 AND UNDER MUST WEAR A LIFE JACKET AT ALL TIMES while on the vessel "TIKI TIME".

Release of Liability

I agree to forever discharge and release "TIKI TOURS, LLC", vessels "TIKI QUEEN AND TIKI TIME", its captain, crew, employees and agents, the owner(s) of "TIKI TOURS, LLC", vessels "TIKI QUEEN AND TIKI TIME", and affiliates, from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE, EVEN IN CASES OF GROSS NEGLIGENCE or other liability. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any boating and/or fishing activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Signature: _____ Date: _____

Print name: _____

For participants under 18 years of age:

Children's printed names: _____

Children's printed names: _____

(Signature of Legal Guardian or Parent): _____ Date: _____