

VISITOR ACKNOWLEDGEMENT OF RISKS AND WAIVER

Print name: _____

Date of trip _____

In consideration of my participation in an adventure-travel trip in connection with Mar Y Aventuras and Sea & Adventures, their officers, agents, employees and stockholders and all other persons or entities associated with those businesses (hereinafter collectively referred to as "the concessionaire"), I hereby agree to the following:

Although the concessionaire has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can perform an activity for which I may not be skilled, the concessionaire has informed me that these activities are not without risk.

Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss or damage to my equipment, or accidental injury, illness or, in extreme cases permanent trauma or death. It is not the concessionaire's intent to frighten me or reduce my enthusiasm for this activity, but the concessionaire believes that it is important for me to know in advance what to expect and to be informed of the inherent risks.

The nature of sea kayaking, hiking, snorkeling, camping, riding in other water craft or other outdoor activities, included, but are not limited to the following risks:

- 1) Changing water flow, tides, currents or waves;
- 2) Falling out of, getting into or out of sea kayak or other craft or vehicles;
- 3) Collision, with other participants, any portion of the interior of the craft, other watercraft, human made or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders;
- 4) Conditions associated with rugged and remote terrain-such as primitive trails, rocks, cliffs, and steep grades may cause you to loose control and fall;
- 5) Cold and heat related injuries and illnesses including hypothermia (rapid and medically serious loss of body temperature), heat exhaustion, heat cramps, sun stroke, dehydration and sun burn;
- 6) Immersion in water may cause drowning or the aforementioned hypothermia;
- 7) Loss of sense of balance, physical coordination, ability to swim, and /or failure to follow directions;
- 8) Loss of control of the craft, collision, capsizing, and sinking of the craft with can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- 9) Inclement weather, variances and extremes of wind, weather and temperature may create slippery trails, risks of exposure or trip delays;
- 10) Latent defects or conditions in equipment supplied by the concessionaire or various outfitters;
- 11) Contact with hazardous terrestrial or marine plants or animals;
- 12) Limited first aid, emergency treatment or other services in the field;
- 13) Food or drink;
- 14) The guides arranged for by the concessionaire or other outfitters may misjudge the risks of weather, terrain and condition or the equipment or my ability;
- 15) Travel, including hiking, snorkeling and travel to or from the activity;
- 16) Fatigue, illness, chill and/or dizziness, which may diminish reaction time and increase the risk of accident.

I am aware these activities entail risk of injury or death to myself and to any minors under my supervision or control. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury, illness or death. I further understand that the consequences of such hazards and/or accidents may be exacerbated by virtue of their occurrence in remote places where rescue and medical attention may not be readily available. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of and with full knowledge of the inherent risks involved.

I acknowledge that, in most cases, guides have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated therewith.

I certify that I and any minors under my supervision and control are fully capable of participating in these activities. Therefore, I assume and accept full responsibility for myself, including any minor children for whom I am responsible, for bodily injury, accidents, illness, death, loss of personal property and expenses thereof as a result of those inherent risks and dangers and those inherent risks and dangers not specifically identified, and of my negligence related to this activity.

I understand that I am completely responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation on this trip.

I have read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate and for all members of my family, and specifically for any minor children for whom I am responsible.

Signature _____ Date _____

If participant is under 18, the parent or legal guardian must also sign.