Snorkeling Tour Waiver and Release of Liability

Release of Liability, Waiver of Claims and Assumption of Risk

Please read this document carefully before signing. It affects your legal rights.

In consideration of being allowed to take part in snorkeling tours, boat transportation to snorkel sites, swimming in open water and the use of masks, snorkels, fins and flotation vests provided by [Your Business Name] (the "Company"), including its owners, employees, contractors, volunteers and agents, I, the undersigned guest, agree to the following.

1. Assumption of risk

I understand that this activity involves inherent risks that cannot be eliminated, even when reasonable care is taken. These risks include, but are not limited to:

- Drowning, including in calm and shallow water
- Water inhaled through the snorkel causing choking or panic
- Fatigue from swimming against current or chop
- Cuts and stings from coral, sea urchins and jellyfish
- Slips and falls while boarding or moving around the boat
- Seasickness
- Drifting away from the group or the boat
- Sunburn on the back and legs while face down in the water

I understand that these risks can lead to property damage, serious injury, illness, permanent disability or death. I knowingly and voluntarily accept all of these risks, both known and unknown.

2. My responsibilities

I agree to follow all instructions given by the Company, including these rules:

- Wear a flotation vest if your guide asks you to
- Snorkel with a buddy and stay within sight of your guide
- Do not touch, stand on or remove coral or marine life
- Raise one arm or call out if you need help in the water
- Stay seated on the boat while it is moving

I confirm that I am physically and mentally able to take part, and I will stop and tell staff right away if I feel unwell or unsafe.

3. Equipment

I will inspect any equipment before use and tell staff immediately about any defect. I accept responsibility for the equipment while it is in my care and agree to pay for loss of, or damage to, equipment beyond normal wear and tear.

4. Release and waiver

To the fullest extent permitted by law, I release, waive and discharge the Company from any and all claims, demands and liability for injury, illness, death, or loss of or damage to property arising from my participation, including claims arising from the ordinary negligence of the Company.

5. Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage or cost, including reasonable legal fees, that it may incur because of my participation or my actions.

6. Medical treatment

I authorize the Company to obtain emergency medical treatment for me if I am unable to consent. I agree to pay all

costs of that treatment and transport.

7. Photos and video

I allow the Company to use photos and videos taken during the activity, which may include me, for marketing without payment. I can opt out at any time by telling the Company in writing.

8. Minors

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian, and I agree to all terms of this document on the minor's behalf and on my own behalf.

9. General

This document is intended to be as broad and inclusive as permitted by the law of the place where the activity takes place. If any part is found invalid, the rest remains in full force. I have read this document, I understand it, and I sign it voluntarily.

_____

Participant full name

_____

Date of birth

_____

Parent/guardian name (if participant is a minor)

_____

Signature

_____

Date

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