WATERSPORTS AND AQUATIC ACTIVITIES ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE ISLAND TINGS AND TOURS LTD., ITS OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND ITS BOAT(S) AND/OR EQUIPMENT (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), (THE "RELEASED PARTIES"), AND TO HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THERE ARE INHERENT RISKS INVOLVED WITH SWIMMING, SNORKELING, DIVING, BOATING, WATERSPORTS, PARASAILING, AND OTHER AQUATIC-BASED ACTIVITIES INCLUDED BUT NOT LIMITED TO EQUIPMENT FAILURE, PERILS OF THE SEA, ACTION OF THE SEA, WIND, WAVES AND BOAT WAKE, SITTING OR STANDING OR MOVING ABOUT, POSITIONING MYSELF FORWARD OF THE HELM OR STEERING STATION, HARM CAUSED BY MARINE CREATURE ENCOUNTERS (INCLUDING BITES, STINGS, AND/OR ATTACKS), ACTS OF FELLOW PARTICIPANTS OR GUESTS, ENTERING AND EXITING THE WATER, TRANSFERRING BETWEEN BOATS, AQUATIC-BASED ACTIVITIES, THE CONSUMPTION OF ALCOHOL, BOARDING OR DISEMBARKING BOATS, AND ACTIVITIES ON THE DOCKS AND APPROACHES AND I HEREBY ASSUME ALL SUCH RISKS.

2. The inherent risks of the activities include fatigue and/or dizziness caused by or contributed to alcohol consumption, which may diminish my reaction time and increase the risk of accident. I understand and acknowledge the dangers associated with there consumption of alcohol or any mind-altering substance/drugs before and during the activities and I take full responsibility for any injury, loss or damage associated with the consumption of the same. I agree to drink responsibly and to not take drugs prohibited by law before and during the activities.

3. I UNDERSTAND I HAVE A DURY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

4. I assert I am physically fir to swim, snorkel and participate inn aquatic-based activities and ride on a boat and/or equipment and I will not hold the RELEASED PARTIES responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while swimming, snorkeling, riding on the boat or equipment, or otherwise participating in the trip or activities.

5. If I become distressed during the trip or whilst otherwise participating in activities, I will immediately notify the crew and ask for assistance.

6. I fully understand the involved boat and/or equipment has limited medical facilities and in the event of illness or injury appropriate medical care must be summoned by radio or telephone and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

7. The RELEASED PARTIES have made no representation to me implied or otherwise they or their crew can or will perform safe rescues or render first aid. If I show signs of distress or call for aid, I would like assistance and will not hold the RELEASED PARTIES, their crew, boats, equipment or passengers responsible for their actions in attempting the performance or rescue or first aid.

8. IT IS MY INTENTION BY THIS DOCUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SWIMMING, SNORKELING, BOATING AND AQUATIC ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.

9. I have carefully read this DOCUMENT in its entirety, fully understand its contents, and agree to the terms and conditions of this DOCUMENT on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between RELEASED PARTIES and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this DOCUMENT. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

10. I speak and read and understand the English language and understand the content of this document. The captain and/or crew have explained this document to me.

11. I ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH ATTENDING ANY FLOATING SERVICE FACILITY INCLUDING "NOAH'S ARK" AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM ARISING FROM MY ATTENDANCE AT SUCH ESTABLISHMENT.

12. I agree claims arising from events occurring in the British Overseas Territory of Turks and Caicos Islands is governed by and construed in accordance with the Laws of the British Overseas Turks and Caicos Islands and I irrevocably agree to the courts the British Overseas Territory of Turks and Caicos Islands as the exclusive venue for any proceedings.
13. I had ample time and opportunity to read and understand this DOCUMENT. I am aware it is a COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT between me and the RELEASED PARTIES.

I have read this entire waiver and agree to be bound by it. I will provide my signature upon boarding on the page provided.