

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

Buck
ISLAND

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EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SWIMMING, SNORKELING AND RELATED ACTIVITIES

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Swimming and Snorkeling. I fully understand that these risks can lead to severe injury and even loss of life. I understand that swimming and snorkeling activities may be conducted at a site that is remote from competent medical assistance, nevertheless, I choose to proceed even in the absence of competent medical assistance. Additionally, I understand that there are also risks associated with boat travel, including, but not limited to the possible injury or loss of life as a result of a boat accident, as well as travel to and from swimming and snorkeling sites. Despite the potential hazards, and dangers associated with the activity of swimming and snorkeling, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from these activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Swimming and Snorkeling activities as well as the use of any of the facilities and the use of the equipment of the below listed releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as Releasees):

(Facility) MILEMARK, INC., dba MILEMARK WATERSPORTS, MILEMARK CHARTERS, INC. and CARIBBEAN SEA ADVENTURES.

(Others) VESSELS OWNED AND/OR OPERATED BY MILE MARK, INC. and CARIBBEAN SEA ADVENTURES.

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Swimming and Snorkeling activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Swimming and Snorkeling activities.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant _____ Date _____

Witness (Name) _____ Signature _____

Signature of parent or guardian if participant is a minor, and by their signature they, on my behalf release all claims that both they and I have.

Signature of Parent or Guardian _____ Date _____

WAIVER REAFFIRMATION

(To be completed prior to Open Water Activities)

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant _____ Date _____

Witness (Name) _____ Signature _____

Signature of parent or guardian if participant is a minor, and by their signature they, on my behalf release all claims that both they and I have.

Signature of Parent or Guardian _____ Date _____

For MileMark/Caribbean Sea Adventure Use Only:
Hotel Name & Room #: _____ Date of Trip: _____