

CALYPSO CATAMARAN

ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY

STATEMENT OF RISK: Your health, safety and enjoyment are our primary concern. We want you to have fun, but we also feel it is important to inform you in advance that significant elements of risk exist in any adventure, sport, land based or water based activity, the outdoors, tours and excursions, or other activities you may choose to participate in. **NO TOUR, EXCURSION, WATER SPORT, LAND SPORT, OR OTHER ACTIVITY OF THE LIKE IS WITHOUT RISK.** Certain risks cannot be eliminated without destroying the unique character of the activity, and can cause the loss or damage to equipment and personal property, injury, illness, and in extreme cases, permanent injury or death.

CALYPSO CATAMARAN, its owners, employees, agents, affiliates, travel suppliers, and insurers **SHALL NOT BE LIABLE** for any injuries, loss or damage, or be subject to any claim, demand, or damages whatsoever, including without limitation, any claims, demands, or damages arising from providing this service. By participating in this activity, you acknowledge the risk and hereby expressly **RELEASE AND DISCHARGE CALYPSO CATAMARAN** its owners, employees, agents, affiliates, travel suppliers, and insurers from all such claims, demands, damages, actions, or causes of action.

ACKNOWLEDGEMENT OF RISK: I ACKNOWLEDGE THAT THIS ACTIVITY MAY INCLUDE THE RISK OF SERIOUS INJURY OR DEATH, AND I UNDERSTAND THAT THE ABOVE-MENTIONED RISKS DO NOT CONSTITUTE A COMPLETE LIST. UNKNOWN, UNANTICIPATED AND UNFORSEEABLE RISKS MAY EXIST. Initials _____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I, ON BEHALF OF MYSELF AND ANY MINOR I AM RESPONSIBLE FOR, AGREE TO ASSUME RESPONSIBILITY FOR ALL RISK OF ACTIVITY IN WHICH I MAY ENGAGE, INCLUDING RISKS MENTIONED AND NOT MENTIONED IN THIS DOCUMENT. MY PARTICIPATION IN ANY ACTIVITY IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF AND FOR ANY MINOR CHILDREN FOR WHOM I AM RESPONSIBLE IN REGARDS TO ANY ACCIDENT, BODILY INJURY, ILLNESS, DEATH, LOSS OR DAMAGE TO PERSONAL PROPERTY, AND FOR ANY EXPENSES THAT RESULT, INCLUDING MEDICAL TREATMENT AND TRANSPORTATION. **I CHOOSE TO PARTICIPATE IN THE ACTIVITY OR ACTIVITIES DESPITE ALL POTENTIAL RISKS.** Initials _____

COVENANT OF GOOD FAITH AND AUTHORIZATION TO ORDER MEDICAL SERVICES: I UNDERSTAND THAT CALYPSO CATAMARAN IS A PROVIDER OF TOURS AND EXCURSIONS AND WILL OPERATE IN GOOD FAITH AND FAIR DEALINGS. I HEREBY AUTHORIZE ANY MEDICAL TREATMENT AND TRANSPORTATION DEEMED NECESSARY IN THE EVENT OF INJURY. I HAVE APPROPRIATE INSURANCE COVERAGE, OR IN ITS ABSENCE, I AGREE TO PAY ALL COSTS OF RESCUE, MEDICAL SERVICES, AND TRANSPORTATION INCURRED ON MY BEHALF, AND I SHALL NOT HOLD CALYPSO CATAMARAN NOR ITS OWNERS, EMPLOYEES, AGENTS, AFFILIATES, TRAVEL SUPPLIERS OR INSURERS LIABLE FOR ANY SUCH COSTS AND EXPENSES. Initials _____

RELEASE OF LIABILITY: I HAVE READ THIS ENTIRE DOCUMENT AND I UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSLY WAIVING LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE OR NOW HAVE AGAINST THE OWNER, OPERATOR, MANAGER, EMPLOYEES, SERVANTS, AGENTS, ASSIGNS AND AFFILIATES. I FURTHER AGREE THAT THIS DOCUMENT AND ANY CLAIMS IN RELATION TO THIS DOCUMENT, OR THE SERVICES PROVIDED HEREUNDER, SHALL BE GOVERNED BY THE LAWS OF ANTIGUA AND BARBUDA, AND THE COURTS AND AUTHORITIES IN THIS JURISDICTION SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY CLAIMS, OF ANY KIND, WHATSOEVER. Initials _____

Signature: _____ Printed Name: _____ Date: _____

Signature: _____ Printed Name: _____ Date: _____