



RELEASE OF LIABILITY FORM FOR KAYAKING AND SNORKELING

ABE'S SNORKELING AND BIOBAY TOURS, INC.

HC02 Box 13130

Vieques, Puerto Rico 00765

(787)741-2134

In consideration of the services provided by and the equipment rentals of Abe's Snorkeling and Biobay Tours, Inc., its owners, members, officers, employees, agents, volunteers and all other persons or entities acting in any capacity on its behalf (herein after "ASBT"), I hereby agree to release and discharge ASBT, on behalf of myself, my spouse, my children, my parents, my heirs, assignees, personal representatives, executors, trustees and administrators as follows:

1. I acknowledge outdoor open ocean activities, including instruction and travel to such activities, entail known and inherent risks as well as unknown and unanticipated risks which could result in serious emotional or physical injury, paralysis, death, drowning or loss to myself, third parties and my and other's property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Despite the potential hazards and dangers associated with kayaking, snorkeling, and all other ocean and shore activities and equipment offered by ASBT, I freely accept and assume all risks, dangers, and hazards which may arise from the use of equipment and/or the participation in these activities and which could result in personal injury, death, and property damage to myself, my spouse, my children and my parents. Inherent risks may include changing water flow, tides, currents, wave action, inclement weather, lightning, variances and extreme wind, weather and temperature, sense of balance, physical condition, ability to swim, and following instructions. These risks may result in injury, exposure to elements, hypothermia, impact of the body on the water, injection of water into body orifices and/or drowning. Other risks may include the presence of insects and marine life forms, heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration, fatigue, chill and/or loss of reaction time thereby increasing risk of accident.
2. I hereby voluntarily release, discharge and agree to indemnify and hold harmless ASBT from any and all claims, demands, liability, losses, or causes of action which are in any way connected with my participation in this activity or the use of ASBT's equipment or facilities, including claims related to injury to person or property, disability or death, whether arising from the negligent act or omission of ASBT or otherwise, breach of contract and/or warranty or any other legal theory.
3. While ASBT will endeavor to provide appropriate equipment independently to me or as part of its lesson to me, I hereby acknowledge and agree that ASBT makes no warranty as to fitness of such equipment for my particular ocean activity and I assume all risks in connection with the use of any such equipment.
4. Should ASBT or anyone acting on its behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify them for all such fees and costs. I agree that this document and all other aspects of my relationship with ASBT are governed by the laws of Puerto Rico, and that any legal action resulting from the rental of equipment and/or participation in this activity shall only be brought in the State courts of Puerto Rico. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
5. I represent and warrant that I have no medical or physical conditions which could interfere with my safety in the use of this equipment or in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
6. I specifically acknowledge that I have been trained in the safe use of water sports equipment to my complete satisfaction. The use of water sports equipment is for the sole and exclusive use of the undersigned and my not be used by any other person.
7. In signing this document, I fully recognize that if injury, illness, death, loss or damage occurs to me while I am engaged in the use of ASBT's equipment or participation in its activities, I will have no right to make a claim or file a lawsuit against ASBT or its owners, managers, employees, or agents, even if they or any of them negligently caused or contributed to my injury, illness, death, loss or damage.
8. I covenant to replace and/or compensate for all or any equipment damaged due to my negligence.
9. By entering into this agreement, I am not relying upon any oral or written representations or statements made by ASBT, except as otherwise set forth herein.

I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY JUDGEMENT.

Name (print): _____ Phone Number: _____

Signature: _____ Date Signed: _____

PARENT SIGNATURE FOR PARENTS/GUARDIAN OF PARTICIPANTS OF MINOR(S) UNDER THE AGE OF 18). This is to certify that, as parent or legal guardian with legal responsibility of this participant, I do consent and agree to his/her release as provided above of all parties comprising ASBT, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless ASBT from any and all liabilities incident to my minor child's or ward's use of ASBT's equipment or participation in ASBT's activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF ASBT, to the fullest extent permitted by law.

Name of Minor: _____ Age: _____