



SEA ELEMENTS KAYAKING, SNORKELING AND BOATING
TOUR WAIVER AND RELEASE

In consideration of Sea Elements ltd. Grand Cayman Islands, furnishings services and /or equipment to enable me to participate in the activity of Sea kayaking, snorkelling and boating

I agree as follows: I fully understand and acknowledge that outdoor recreation activities have:

- A) Inherent risk, dangers and hazards and such exists in my use of Sea Elements ltd. Equipment and my participation in Sea Elements ltd. Kayaking, boating, snorkeling
- B) My participation in such activities and /or of such equipment may result in injury or illness including, but not limited to bodily injury, disability, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. I assert that I am physically fit to snorkel, kayak and ride on a boat.
- C) Negligence of the owners, employees, officers, or agents of Sea Elements ltd may cause these risks and dangers. The negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risk and dangers may arise from foreseeable or unforeseeable causes, including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail , or river route location ,and water levels, risk of falling out or drowning while in a kayak and such other risks, hazards and dangers that are integral to recreational activities and /or use of equipment, I hereby assume all risk and dangers and all responsibility for any losses and/or dangers, whether caused whole or in part by the negligence or other conduct of the owners , agents, officers, or employees of Sea Elements ltd. Or by any other person I, on behalf of myself, my personal representative and my heirs voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Sea Elements ltd. And its owners agents, officers and employees from any and all claims, actions and loses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of my use of Sea Elements ltd. Equipment or my participation in Sea Elements ltd. Activities. I specifically understand that I am releasing, discharging and waiving any claim or action that I may have presently or in future for the negligent acts or other conduct by the owners, agents, officers or employees of Sea Elements ltd.
- D) I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
- E) The participating dive store and/or dive boat have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold SEA ELEMENTS, LTD., their crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SEA ELEMENTS LTD. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSES.

DATE:

PRINT NAME

SIGNATURE OF PARENT OR GUARDIAN
