

# VOLUNTARY LIABILITY RELEASE AND ASSUMPTION OF RISK

**Please read carefully and fill in all blanks before signing.**

I understand and agree that neither Exotic Aquatics Scuba and Watersports Ltd, nor organizers or promoters of this event, nor any affiliate or subsidiary corporations, nor any of their respective employees, officers, agents, or assigns (hereinafter known as "Released Parties") , may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

I declare that I am in good mental health and physical fitness for cycling and kayaking and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to kayaking or cycling.

I will inspect all of my equipment prior to the activity, I hereby personally assume all risks in connection with this activity for any harm, injury, or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I, \_\_\_\_\_ BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE EXOTIC AQUATICS SCUBA AND WATERSPORT LTD AND THE ORGANIZERS AND PROMOTERS OF THIS EVENT, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITIES WHATSOEVER FOR PERSONAL INJURY, PREPROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OR M YSELF AND MY HEIRS.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date