

## SNORKEL TRIP COMPLETE LIABILITY RELEASE

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SNORKELING AND BOATING, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to snorkel and ride on a boat and I will not hold **SHINING STAR CHARTERS, INC. SPIRIT CATAMARAN**, or their employees, agents, or other associated personnel responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while snorkeling, riding on the boat or otherwise participating in the trip. I will not remove my buoyancy control device (B.C) at any time while in the water. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk. If I become distressed on the surface, I will immediately inflate my buoyancy control device (B.C) for floatation assistance. 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. 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 **SHINING STAR CHARTERS, INC. SPIRIT CATAMARAN**, or their crew, dive boats or passengers responsible for their actions or attempting the performance or rescue or first aid. I agree to forever discharge and release **SHINING STAR CHARTERS, INC.**, its employees and agent(s), the owner(s) of the boat **SPIRIT CATAMARAN**, and its employees and agents from any and all responsibility or liability for any and all injuries and damages. I agree NOT to make a claim against or sue any of the above parties for injuries and damages whether they arise or result from any NEGLIGENCE or other liability. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any accidents which might occur as a consequence of my participation in any snorkeling activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER IN THE FUTURE.

### PLEASE READ, THEN SIGN THIS RELEASE

Date of signature (this release is not intended to expire): \_\_\_\_\_

		Paid	w/s			Paid	w/s
1	_____			21	_____		
2	_____			22	_____		
3	_____			23	_____		
4	_____			24	_____		
5	_____			25	_____		
6	_____			26	_____		
7	_____			27	_____		
8	_____			28	_____		
9	_____			29	_____		
10	_____			30	_____		
11	_____			31	_____		
12	_____			32	_____		
13	_____			33	_____		
14	_____			34	_____		
15	_____			35	_____		
16	_____			36	_____		
17	_____			37	_____		
18	_____			38	_____		
19	_____			39	_____		
20	_____			40	_____		

TOTAL PASSENGERS: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_

WETSUITS: \_\_\_\_\_ SNACKS: \_\_\_\_\_

MATE: \_\_\_\_\_

CAMERAS: \_\_\_\_\_