

CAPTAIN ALAN'S BOAT CHARTERS ST.MAARTEN N.A.

RELEASE OF LIABILITY, WAIVER OF CLAIMS

This agreement of two pages is made between: CAPTAIN ALAN'S BOAT CHARTERS, hereinafter referred to as "CAB", and the customer, hereinafter referred to as "I" or its derivatives.

Full Name: _____ **Date of Birth:** _____
Email : _____ **Hotel/Cruise Ship:** _____

How did you find us:

- GOOGLE OR OTHER SEARCH ENGINE
- LINK IN OTHER WEBSITE
- TRIP-ADVISOR
- CRUISE CRITICS
- OTHER:.....

Now this agreement, in consideration of the mutual promises and considerations contained herein the sufficiency and adequacy of which have been acknowledged by both parties, WITNESSETH AS FOLLOWS:

I confirm that I am over 18, (or that I am the legal guardian of the minor and act on his/her behalf) have read and understood this agreement, including the "DEFINITIONS" below, prior to voluntarily signing it with no promise, guarantee or inducement, and I am aware that by signing this agreement I am waiving certain legal rights (including future rights) which I or my heirs, dependants, next of kin, executors, administrators, assigns and representatives may have against the releases.

I understand that all the terms of this waiver, release, and indemnity binds me not only as a prime user but also as a passenger if so applicable whether paying or not.

Signed this _____ day of _____, 201... signature: _____

Other group/family-member(s) name(s):

Their signatures
If under 18 years old, signed by parent/guardian

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |

READ OTHER SIDE BEFORE SIGNING !

DEFINITIONS

In this agreement the term **CAB** shall include all water sports activities, equipment, facilities and services in any way related to Captain Alan's Boat-charters. >>> I am aware that the physical exertion required for water sport and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or

congenital defects. I am aware not to join waters ports activities if I know or suspect that my physical condition may be incompatible with this.

I am aware that CAB involves many risks, including, but not limited to: changing water flow, currents, wave actions and ship wakes, collisions with other boats, manmade or natural things or objects, equipment failure, heat or sun related injuries or illness, fatigue, chill or dizziness, accidents which occur during transportation or travel to and from the sea, entrapment or obstruction by boats, other people or marine life, reef, sand or rocks, hypothermia or dehydration, negligence of other users and negligence on the part of the operator, including the failure by the operator to safeguard or protect me from the risks, dangers and hazards of water sports. I freely accept and fully assume all risks, dangers and hazards associated with CAB and ancillary or incidental activities and the possibility of personal, emotional or catastrophic injury, death, property damage or loss resulting there from whether arising directly or indirectly in connection with or out of my participation in or association with CAB.

In consideration of CAB and its operator agreeing to my participation in their water sport activities and permitting my use of its equipment, and other water sport activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- to waive any and all claims that i have or may in the future have against the operator and its directors, officers, employees, agents, guides, instructors, independent contractors, sub-contractors, representatives, successors and assigns, manufacturers of vehicles (all of whom are hereinafter referred to as the "releasees") and to release and forever discharge the releasees from any and all liability for any loss, damage, expense or injury including death that i may suffer, or that my next of kin may suffer, as a result of my participation in water sport activities, due to any cause whatsoever, including negligence (mine or the operator's), breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under any act, on the part of the releasees, and further including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of water sport activities referred to above whether arising directly or indirectly in connection with or out of my participation in or association with CAB.
- TO DEFEND AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property or personal injury (including emotional or mental injury) to any third party resulting from my participation or involvement in CAB and to Indemnify the Releases from any claims, suits, expenses and costs INCLUDING BUT NOT LIMITED TO all expenses, costs, fees and attorneys costs for damage and personal injury (including emotional injury) to me, or property of anybody including mine resulting from any accident, negligent act or omission whether mine or the Releases.
- This Agreement shall be effective and binding upon my heirs, next to kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
- Any litigation involving the parties to this Agreement shall be brought solely within the Jurisdiction of St. Maarten and shall be within the exclusive jurisdiction of the Courts of St.Maarten including but not limited to all questions respecting the execution, construction, interpretation, or enforcement of this Agreement, or the rights, obligations and liabilities of the parties and signatories here to.
- If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding.
- I consent to receive medical or other treatment which may be deemed advisable or necessary in the event of injury (including mental), accident and or illness during the water sport activity and hereby also agree to indemnify the Operator for any costs, fees or expenses so incurred.

In entering into this Agreement I am not relying on any oral or written representations statements made by the Operator with respect to the safety of Water sport Activities but rather upon my own judgment and ability, other than what is set forth in this agreement.

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND, and HOLD HARMLESS the Releases for any claim or suit arising out of said minor's participation in the activity or said minor's presence on the premises or in the previously mentioned activities.