



Sunshine Coast Adventures
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT
Please read carefully and fill in all blanks before signing

I, _____, hereby affirm that I am aware that sailing, snorkeling, and deep sea fishing have inherent risks which may result in serious injury or death. I further understand that the charter may be conducted at a site that is remote, either by time or distance or both, from professional medical facilities. I still choose to proceed with the charter and its associated activities.

I understand and agree that neither my captain/crew _____, Sunshine Coast Adventures, its affiliates nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this charter or as a result of the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in this charter, I hereby personally assume all risks of this charter, whether foreseen or unforeseen, that may befall me while I am a participant in this charter including, but not limited to, the open water activities. I further release, exempt and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this charter including both claims arising during the charter or after its completion. I also understand that sailing and snorkeling can be physically strenuous activities and that I may be exerting myself during this charter, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I further state 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 the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE CAPTAIN/CREW _____, SUNSHINE COAST ADVENTURES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date

Signature of Parent of Guardian (where applicable)

Date