

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Aqua Zone, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AZ"), I hereby agree to release, indemnify, and discharge AZ, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in snorkeling and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling objects; water hazards; accidental drowning; collision with fixed or movable objects or other watercraft; boat capsize and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; water craft are slippery when wet and accidents can occur getting in or out; damage to equipment or personal injury; accidental drowning; the negligence of other participants, or persons who may be present; exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; traveling to and from the main vessel.

Furthermore, AZ personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AZ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AZ's equipment or facilities, **including any such claims which allege negligent acts or omissions of AZ.**
4. Should AZ or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against AZ, I agree to do so solely in the state of Hawaii, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AZ on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at AZ. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____
Address _____ City _____
State _____ Zip _____ Email _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by AZ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AZ from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____