

Snorkeling and Boat Passenger Waiver Assumption of Risk and Complete Release of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE **BLUE ECONOMY INC DBA LEISURE BOAT EXPERIENCE / ELVIN O. RIVERA/ NADYANIL MARRERO**, THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING AND SNORKELING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY, AND I AGREE TO DO SO.
3. I assert that I am physically fit for snorkeling and riding on a boat, and I will not hold the Released Parties 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.
4. I will not remove my floatation device at any time while in the water. I acknowledge that doing so will constitute a violation of BLUE ECONOMY INC, THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND safety rules and procedures for which I expressly assume the risk. Any lost or broken gear borrowed by the crew shall be discounted in your final invoice.
5. 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.
6. The participating dive store and/or boat have made no representation 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 Released Parties, their crew, dive boats, or passengers responsible for their actions in attempting the performance or rescue or first aid.
7. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
8. **I assert that I don't bring illegal drugs onboard.**
9. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Parties and the undersigned. There are NO WARRANTIES expressed or implied which extend beyond the description activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, and I am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of participants	Date	Telephone	Email
Print Name	Address	City	State Zip Code

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of participants	Date	Telephone	Email

_____ I AGREE _____ I DON'T AGREE To give permission to Blue Economy Inc. DBA Leisure Boat Experience / Elvin Rivera / Nadyanil Marrero to use photos taken on the trip activity for promotion.



LEISURE
BOAT EXPERIENCE

SAFETY ORIENTATION

REGLAS DE SEGURIDAD

NO SMOKING on the vessel
NO FUMAR en la embarcación

1. Enter or leave the vessel only when the Captain indicates.
Entrar o salir de la embarcación cuando lo indique el Capitán.
2. Enter the vessel without shoes.
Entrar a la embarcación sin zapatos.
3. Notify the Captain if you have a medical condition and medications required.
Notifica al Capitán si padece de alguna condición medicamentos requeridos.
4. Do not walk in the vessel while in movement.
No caminar en la embarcación mientras está en movimiento.
5. Use the stairs to enter or leave the vessel when in water. No jumping from the boat.
Utilizar las escaleras para subir y bajar de la embarcación. No brincar del bote.
6. While in movement don't sit on the front or either side of the vessel.
No sentarse al frente ni a los lados de la embarcación mientras esté en movimiento.
7. If you need to throw up use the back or sides of the vessel. Ask for help.
Si necesita vomitar utilice la parte de atrás o los lados de la embarcación. Pida ayuda.
8. Children under the age of 13 must wear their lifejacket on all the time while the vessel is in motion.
Menores de 13 años deben tener el salvavidas puesto todo el tiempo que la embarcación esté en movimiento.
9. If you don't swim, have the lifejacket on all the time in the vessel while in movement and to enter the wáter.
De no saber nadar tenga el salvavidas puesto todo el tiempo que la embarcación esté en movimiento y al entrar al agua.
10. Once on the island, don't adventure into it.
Al llegar a la isla no adentrarse en ella.
11. Throw the trash in the bag provided on the boat. **DO NOT THROW TRASH IN THE WATER.** Keep areas clean.
Tira la basura en la bolsa provista en el bote. **NO TIRE BASURA AL MAR.** Mantenga el área limpia.
12. Do not use sunblock in a spray.
No utilizar bloqueador solar en aerosol.
13. **WE RESERVE OUR RIGHT OF ADMISSION.**
NOS RESERVAMOS EL DERECHO DE ADMICIÓN.
14. We're not responsible for articles left in the boat.
No somos responsables de artículos dejados en el bote.
15. Please do not bring any glassware under any given circumstances to the boat.
Favor de no traer ningún tipo de cristalería bajo ninguna dada circunstancia al bote.
16. Please come dressed ready for your experience (swimsuits on). Once you arrive, you can change in the Marina's bathroom.
17. Por favor venga listo para su experiencia (traje de baños puestos). Una vez llegue tendrá la oportunidad de cambiarse en el baño de la Marina.

I have read the safety rules and agree to follow up on them thoroughly.
He leído las reglas de seguridad y me comprometo a seguirlas.

Print name

Signature

Date

Telephone

Email