

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY

WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED

To **LETSGOSEA.COM** and employees, representatives, officers and agents of **LETSGOSEA.COM**

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assign

1. I agree as a precondition to my participation boat tours, back country hiking, fishing, eco tourism and all related activities organized by **LETSGOSEA.COM** and conducted by **LETSGOSEA.COM** and/or employees of **LETSGOSEA.COM**, and in further consideration of **LETSGOSEA.COM** allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").

2. I acknowledge that boat tours, back county hiking, fishing, eco tourism and all related activities involve **INHERENT RISKS** that may cause serious injury and possibility death to participants. I further recognize that boat tours, back country hiking, fishing, eco tourism involve **ADDITIONAL RISKS AND DANGERS**.

3. I fully understand the risks and dangers associated with my participation in the boat tours, back country hiking, fishing, eco tourism and all related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK**.

4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against **LETSGOSEA.COM** Mand Employees of **LETSGOSEA.COM** and **RELEASE LETSGOSEA** and Employees of **LETSGOSEA.COM** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this boat tours, back country hiking, fishing, eco tourism and all related activities, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of **LETSGOSEA.COM** and Employees of **LETSGOSEA.COM** I further **AGREE TO INDEMNIFY LETSGOSEA.COM** and Employees of **LETSGOSEA** for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

5. I appreciate This Agreement applies whether **LETSGOSEA.COM** is at fault or not and it limits the liability of Employees of **LETSGOSEA** to the same extent as it limits the liability of **LETSGOSEA.COM** even though Employees of **LETSGOSEA.COM** are not formal parties to This Agreement. I understand **LETSGOSEA.COM** Ltd in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of Employees of **LETSGOSEA.COM**, who shall to this extent be or be deemed to be parties of This Agreement.

6. I hereby allow **LETSGOSEA.COM** to use any or all of the tour photographs taken during the tour to be used in any of their marketing or promotional activities.

7. Every security briefing was passed before the tour. The boat is equipped with all safety items. The demonstration of lifejacket use was successful.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE LETSGOSEA OR EMPLOYEES OF LETSGOSEA.COM AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

PARTICIPANT NAME _____ ID _____

DATE: __/__/__ PHONE () _____ E-MAIL _____

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN: _____

