

Ahoy! Vieques Sailing Charters LLC

PO Box 384

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Ahoy! Vieques Sailing Charters LLC Participant Waiver and Release of Liability Claims, Model Release, Medical History and Assumption of Risk Acknowledgment

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement, to release your rights to images or video taken by Provider, and to provide a medical history disclosure to the Provider. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death or damage to personal property.

Name and address of Provider:

Ahoy! Vieques Sailing Charters LLC

PO Box 384

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The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration:

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause me and or my dependents personal injury, death, damage or loss of personal property which may result from, but is not limited to the following: snorkeling, swimming, kayaking, paddle boarding, floating, diving, walking on a wet surface, waves or heavy surface, down or upstairs on a boat, boarding and disembarking of watercraft, sunburns, fish interactions, jellyfish stings, fire coral stings, natural hazards including, but not limited to lightning storms, waves, wind and other adverse weather conditions; domestic or wild animals; fish; fire; travel either on foot or in a dingy in unfamiliar terrain, reefs, or on docks and other structures, artificial and natural obstructions and unimproved beaches or boat docking areas, the consumption of provisioned or other food and beverages as well as traveling to and from the point of embarkation and debarkation of the vessel. By signing this agreement I understand that I and my dependents waive our rights to sue the Provider for losses relating to my and or my dependents personal injury, death or loss of personal property that result from any negligence caused by the Provider. By signing this agreement I affirm that I have disclosed with Provider any existing or suspected medical condition that could possibly complicate or jeopardize my safety or the safety of other passengers and crew during activities. By signing this agreement I agree to give to Provider, its legal representatives and assigns, those for whom the Provider is acting, and those acting with his/her authority and permission: the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits, videos or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever. I also permit the use of any printed material in connection therewith. I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. I hereby release, discharge and agree to save harmless Provider, their legal representatives or assigns, and all persons functioning under their permission or authority, or those for whom they are functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of

said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

Confidential Application and Medical History Form

Participant's Age (if under 18): _____

CONTACT PHONE NUMBERS: _____

I am aware that Ahoy Vieques Sailing Charters LLC activities/programs, in addition to usual dangers and risk inherent has certain additional dangers and risks some of which may include:

- physical exertion for which I may not be prepared
- weather extremes subject to sudden and unexpected change
- remoteness to normal medical services
- evacuation difficulties if I am disabled

I accept that Ahoy! Vieques Sailing Charters LLC crew will have the ultimate say in whether or not a participant is able to participate in an adventure activity or program, or if they feel that a person or the group is at risk, they have the right to make alternative arrangements. In order to ensure safe participation in the activities/program, or if I have any doubts about the suitability of my health, I can always consult my Doctor for advice or approval.

Do you (or your minor Participant) suffer from any of the following?

Please circle: Any pre-existing medical or other condition that may affect or risk other persons or myself. Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts / Migraines, Disability, Heart / Blood Condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications, Other (list):

Allergies (describe reaction):

Medication:

Name of drug(s) and Dosage(s):

Consent To Medical Attention:

I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of myself or my minor Participant. I agree to bear any cost thereby incurred.

Printed name of Participant	Signature of Participant	Date	Address	Email
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For Participants Under 18:

Printed name of Legal Guardian	Signature of Legal Guardian	Date	Address	Email
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Privacy Statement – Privacy Act 1998

By completing this form you are supplying Ahoy! Vieques Sailing Charters LLC with personal information about yourself. This information is needed to ensure your safety during your time with us. Ahoy! Vieques Sailing Charters LLC is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organization or used for any other purpose than that which is stated above