



Date:...../...../.....

**THIS IS THE ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER OF CLAIMS ASSOCIATED WITH PARTICIPATION IN OUR ACTIVITIES. IF YOU ARE UNDER 18 YEARS OLD, YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS FORM ON YOUR BEHALF.**

In consideration of being allowed to participate in sivAquatics and/or its affiliate company's (hereinafter referred to as the "host") instructions as well as other services and provided activities (collectively referred as the "activities") and the use of its equipment, the participant or renter hereby agree to the fullest extent permitted by law as follows:

**Name Group Representative:** .....

**Address:** .....

**City:** ..... **Country:** .....

**Phone #:** ..... **Emergency phone #:** .....

**How did you find out about us?**

- our website  tripadvisor  social media  [www.curacao.com](http://www.curacao.com)  hotel: .....
- other: .....

**PLEASE READ CAREFULLY AND SIGN ONLY IF FULLY AGREED:**

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my or my child or ward's use of the host's equipment and participation in the host's activities; (b) me or my child or ward's participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, affiliates, employees and/or agents of the host. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, alive, discharge, hold harmless, defend and indemnify the host and its owners, affiliates, employees and/or agents from any and all claims, action or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the host's equipment or my participation in the host's activities.

So, I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with but not limited to the activities of SeaBob Curaçao and the water transportation (if choosing for the option to take the boat) to and from the place at sea where the activities will take place, inclusive but not limited to:

*Initial:* ..... **You must be 10 yrs. & up and able to swim!!!**

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1. Changing of water flow, tides, currents, wave action and ship's wakes.
2. Collision with any of the following: other participants, the watercraft (if choosing for the boat option), other watercrafts, man-made or natural objects, shuttle boat.
3. Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature.
4. My sense of balance, physical condition, ability to operate equipment, ability to swim and/or follow directions.
5. Collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning.
6. The presence of insects, bacteria's and marine life forms.
7. Equipment failure or operator error.
8. Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration.
9. Fatigue, chill and/or reaction time and increased risk of an accident.

**DECLARATION OF FITNESS TO PARTICIPATE IN THE ACTIVITIES:**

I/ my child or ward certify that participant or renter has no physical or mental condition that precludes him/her from participating in the chosen activities and that I/ my child or ward is not participating against medical advice or treatment, and that I/ my child or ward have/has not been diagnosed by a registered doctor as having a terminal illness. Even if I/ my child or ward have/has a physical or mental condition as stated below of which I/ my child or ward am/is unaware, by signing this form I still choose to participate in the activities and agreement to waive all responsibilities to all above mentioned parties concerning any consequences that would result from my actions.

I further declare that in the event that I/ my child or ward feel(s) ill or unwell, I/ my child or ward have/has any physical complaints whatsoever or if any injury is sustained of any kind during the course of the activities, I/ my child or ward will notify the host immediately and before leaving the site.

**I hereby declare I am/ my child or ward is physically fit.** I/ my child or ward do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself/ my child or ward during the activities:

Epilepsy, fits, severe head injury, recurrent black-outs or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any lumbar, diabetes, mental illness, drug or alcohol addiction, recent back or neck injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs or any other condition not mentioned in this list.

I/ my child or ward understand(s) that participation in the activities is voluntary and further understand that they have the opportunity to inspect the host's equipment before any participation.

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I/ my child or ward understand(s) that participant or renter is obligated to follow the rules of the activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the activities, I/ my child or ward observe any unusual hazard or condition, which I/ myself or ward believe jeopardizes participant's or renter's personal safety or that of others, I/ my child or ward will restrain from participating in the activities and immediately bring said hazard or condition to the attention of the host.

**I/ my child or ward have/has read the above waiver and release, understand that I/ my child or ward have/has given up substantial rights to sue the host for any reason whatsoever for anything occurring during our activities forever, have/has not changed it orally, and sign it voluntarily.**

To the extent that any portion of this agreement is deemed to be invalid under the law, the remaining portions of the agreement shall remain binding and available for use by the host and its legal counsel in any proceeding.

**IMPORTANT:** If you cannot sign the above declaration because of any of the above conditions, you must notify the instructor immediately because you are not allowed to participate and/or board the boat (if choosing for this option).

**Condition of Craft (= SeaScooter) upon Return:**

**The Participant or Renter shall return the Craft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Participant or Renter, excepting ordinary wear and tear. Participant or Renter shall be responsible for any damage caused to the Craft or loss of the Craft during the rental period. Company shall retain any portion (or all) of Participant's or Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Craft or loss of the Craft exceed the amount of the security deposit, Participant or Renter shall be billed by Company for the full amount of damages or loss of the Craft caused by Participant or Renter during the rental period. Company shall be entitled to collect all costs and expenses of its collection actions or suit, including reasonable attorney's fees. If Participant or Renter causes any damage or loss of the Craft that will result in lost rents, Participant or Renter agrees to pay \$200.00 per day per Craft for each full & partial day the Craft is removed from rental service for repair or absent because of loss. Participant's or Renter's liability under the terms and provisions hereof is not limited in any manner to the liquidated damages set forth above or the sum of the security deposit.**

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**PARTICIPANTS:**

**FIRST & LAST NAME:**

**BIRTH M/D/Y:**

**SIGNATURE:**

1..... /...../.....

Email 1: .....

2..... /...../.....

Email 2: .....

3..... /...../.....

Email 3: .....

4..... /...../.....

Email 4: .....