



Assumption of Risks and Complete Release of Liability

I _____ DOB _____ mm/dd/yy

...UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE OUT ISLAND UNDERSEA ADVENTURES LTD, WILLIAM KEEFE, NOWDLA KEEFE, BILL & NOWDLA KEEFE'S BIMINI UNDERSEA, BILL & NOWDLA KEEFE'S WILD DOLPHIN ADVENTURES, BIMINI UNDERSEA RESERVATIONS INC, BIMINI BAY RESORT LTD, BIMINI BAY MANAGEMENT LTD, BIMINI BAY RESORT & MARINA, BIMINI BAY YACHT CLUB, RAV BAHAMAS LTD, OPAC BAHAMAS LTD, ARG LTD, EMPLOYEES, OFFICERS, DIRECTORS, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER COLLECTIVELY REFERRED TO AS "WILD DOLPHIN ADVENTURES", 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 USING SWIMMING, SNORKELING AND BOATING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering or exiting the water, boarding or disembarking boats, and activities on the docks and I SPECIFICALLY ASSUME SUCH RISKS.
2. I agree to listen carefully to and follow all instructions given to me regarding Boating, Swimming and/or Snorkeling and I will indicate if I do not understand anything presented to me.
3. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
4. I also understand that Snorkeling and Swimming are physically strenuous activities and that I will be exerting myself during this Swimming and Snorkeling program, and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold WILD DOLPHIN ADVENTURES responsible for same.
5. I assert that I am physically fit and proficient at the skills required for Swimming and Snorkeling activities in the open ocean and I will not hold WILD DOLPHIN ADVENTURES responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while participating in the above mentioned activities or while riding on the boat, or otherwise participating in the trip.
6. 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 and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
7. WILD DOLPHIN ADVENTURES has 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 Bimini Undersea, their crew, dive boats or passengers responsible for their actions in attempting the performance or rescue or first aid.
8. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE WILD DOLPHIN ADVENTURES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SWIMMING, SNORKELING, AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
9. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between WILD DOLPHIN ADVENTURES and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this entire agreement. I am aware that it is a release of liability and a contract between myself and WILD DOLPHIN ADVENTURES. 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.

Guests' Signature _____

Today's Date ____/____/20__

This is to certify that I, as parent/guardian with legal responsibility for the below listed minor age participant(s), 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 RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

Child #1

DOB

Child #2

DOB

Parent/Guardian's Signature _____

Today's Date ____/____/20__