

# Horizon Yacht Charters Ltd

## Waiver of Liability

### Water Toys Release, and Assumption of Risk

This is a binding legal document. The purpose of this agreement is to release, indemnify and discharge Horizon Yacht Charters Ltd., their agents, owners, directors, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “**HYC**”), from liability for personal injury, property damage, wrongful death or other claims that may result from the use of sea kayaks, paddle boards, floating mattresses, noodles and any other “water toys” supplied by HYC (hereinafter collectively referred to as “the **Equipment**”). In consideration of the provision of the Equipment by HYC for use by myself and my family I, on behalf of myself and as parent or guardian of a minor(s), if applicable hereby agree to release, indemnify and discharge HYC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that the use of the Equipment may result in known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated.

**The risks include, among other things:** boat capsize; tidal conditions and currents: collision with objects or other watercraft; prolonged exposure to water, hypothermia, accidental drowning; mental anguish or trauma, exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls; and rapidly changing adverse weather and water conditions.

2. I expressly agree and promise to accept and assume all of the risks associated with the Equipment I have rented. I freely choose to rent this Equipment in spite of the risks. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said Equipment and for any failure to warn of dangerous conditions. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I (and as parent or guardian of any minor(s) using the Equipment, if applicable), **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN**. I expressly agree that I will not allow any persons other than myself and any minor(s) of whom I am parent or guardian to use the Equipment during the period of rental.
3. I (and as parent or guardian of any minor(s) using the Equipment, if applicable) **HEREBY VOLUNTARILY RELEASE, DISCHARGE AND HOLD HARMLESS** HYC from and against any and all claims, liability, demands or causes of action I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my use of the Equipment **WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE** by, of and/or on the part of HYC.
4. I shall defend, indemnify and save harmless HYC from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, brought as a result

of my use of the Equipment (or that of a minor(s) for whom I am parent or guardian, if applicable).

5. I certify that I have adequate insurance to cover any injury or damage I (or any minor(s) of whom I am a parent or guardian) may cause or suffer while using the Equipment, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or any minor(s) of whom I am a parent or guardian) may have.
6. I (and as parent or guardian of a minor(s), if applicable), further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted under British Virgin Islands law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. I understand and agree that this agreement will bind my heirs, administrators, executors, personal representatives, dependants (if any) and will enure to the benefit of Horizon Yacht Charters Ltd., associated businesses and its successors and assigns.

**By signing this document, I acknowledge that I have read and do voluntarily agree the release and waiver of liability, assumption of risks, release and indemnity agreement and further state that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I also acknowledge that if anyone is hurt or property is damaged by the Equipment I have rented I waive my right to maintain a lawsuit against HYC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Renter: \_\_\_\_\_

Print Name: \_\_\_\_\_

Rental Dates: \_\_\_\_\_

Equipment Rented: \_\_\_\_\_