**ACKNOWLEDGEMENTOF RISKS AND LIABILITY WAIVER AND RELEASE**

IN CONSIDERATION of being allowed to participate in the tour/activity (the “Tour”) provided by WEST END ECOLOGY TOURS. (the “Operator”),I hereby enter into this Acknowledgement of Risks and Liability Waiver and Release (the “Release”) with the Operator, for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives and assigns:

                                                                      **REPRESENTATIONS AND WARRANTIES**
I represent and warrant that (i) I am between the age of 21 years and 75 years, (ii) I am physically and mentally able to participate in the Tour and (iii) all passengers in the boat which will be used on the Tour are at least 8 years of age.
                                                                                   **ACKNOWLEDGEMENT OF RISKS**
I fully acknowledge and accept that the Tour involves certain inherent risks, which may include, without limitation the following: (1) interacting with wild animals up close, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) the loss of any sense of balance, physical condition, ability to participate with use of snorkel equipment and/or follow directions; (3) collisions with other boats or other hazards which result in injury or exposure to the elements; (4) the presence of insects; (5) equipment failure or operator error; (6) heat or sun related injuries or Illness, including sunburn, sunstroke or dehydration; (7) fatigue and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; and (8) death and personal injury. I confirm that I have been trained in the safe use of snorkel equipment whether provided by the “Operator” or my/our personal gear used in this Tour to my complete satisfaction.
                                                                **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY**

I understand, assume and accept full responsibility for all risks of the Tour including without limitation the risk of bodily injury, accident, illness, paralysis, death, damage or loss of personal property and any expense thereof as a result of any act, omission or incident which may occur while I and any minor children of mine participate in the Tour. My/our participation in the Tour is completely voluntary.

I HEREBY RELEASE, INDEMNIFY AND WILL ALL TIMES HEREAFTER INDEMNIFY AND HOLD HARMLESS, THE OPERATOR, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINICIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, EACH AND EVERY LANDOWNER, AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY THE TOUR IS CONDUCTED (TOGETHER THE “RELEASEES”), FROM ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES OR LIABILITY OF ANY NATURE OR BY ANY PERSON, INCLUDING WITHOUT LIMITATION FOR ANY INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH MY/OUR PARTICIPATION IN THE TOUR. I agree that the Operator is not responsible for any loss or damage to my personal property and I hereby release, indemnify and hold harmless the Operator, their affiliated and related companies, their principals, directors, officers, agents, employees and volunteers from any loss or damage thereto arising out of or in connection with my/our participation in the Tour.

I have read this Release and fully understood its terms. I further understand that by signing this Release I am waiving valuable legal rights including any and all rights that I may have against the Releasees.

If any provision of this Release is held to be illegal, invalid or unenforceable under any present or future law, (i) such provision will be fully severable, (ii) this Release will be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part hereof, and (iii) the remaining provisions of this Release will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

This Release shall be governed by the laws of the Commonwealth of The Bahamas. Any legal action, claim or dispute relating to or arising out of this Release shall be commenced exclusively in the Courts of the said Commonwealth and I hereby submit to the exclusive jurisdiction of those Courts.

Primary Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ K.C.

Passenger’s Full Name (s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passenger’s age (s) (must be at least 8 years of age): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Passenger(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ K.C.

Signature of parent or guardian (if passenger(s) are between 8 – 17 years of age): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_