

SWIMMING, SNORKELING AND BOAT PASSENGER RELEASE AND WAIVER

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO RELEASE **MAUI EXPRESS LLC (dba MAUI ADVENTURE CRUISES)**, THEIR AFFILIATE ENTITIES, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS AND ASSOCIATED PERSONNEL AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) HEREINAFTER REFERRED TO AS THE "RELEASED PARTIES", AND TO HOLD THESE PARTIES 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 BOATING, SWIMMING AND SNORKELING, including but not limited to equipment failure, perils of the sea, weather conditions, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats and activities on the docks; and I HEREBY ASSUME ALL SUCH RISKS.

2. I UNDERSTAND THAT THE BOAT AND ITS OWNER AND OPERATORS DO NOT HAVE A LIQUOR LICENSE AND DO NOT PROVIDE ALCOHOLIC BEVERAGES ON THE BOAT.

3. I REPRESENT AND COVENANT THAT I WILL **NOT** DRINK ANY ALCOHOLIC BEVERAGE **BEFORE** ENGAGING IN SWIMMING, SNORKELING OR OTHER IN-WATER ACTIVITY and that if I violate this covenant I do so at my sole risk and liability.

4. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

5. I REPRESENT AND WARRANT THAT I AM PHYSICALLY FIT TO RIDE ON AND SNORKEL FROM A BOAT and I will not hold the Released Parties responsible if I am injured as a result of ANY incidents and/or problems (medical, accidental or otherwise) which occur while snorkeling, riding on a boat or otherwise participating in the trip.

6. I fully understand that the boat has limited medical supplies and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

7. The boat and the Released Parties have 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 the Released Parties, their crew, boats or other passengers responsible for their actions in attempting the performance of rescue or first aid.

8. IT IS MY INTENTION BY THIS DOCUMENT 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 ALL THE RELEASED PARTIES AND TO HOLD THESE PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR LOSS CAUSED BY MY PERSONAL USE OF ALCOHOL OR ANY PARTY'S 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 AND CONDUCT OF THIS ACTIVITY.

9. I have carefully read this document in its entirety, fully understand its contents, and agree to the terms and conditions of this document on behalf of myself, my heirs and my personal representatives. 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. This document constitutes the final and entire agreement between the Released Parties and the undersigned. I sign it of my own free will and agree to be bound by it forever.

10. If any provision of this Waiver and Release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

11. If applicable, Parent or Guardian, please sign for any minor under 18 years old. This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, for myself, my child, all heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the Released Parties from the involvement or participation of my child in this activity as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of Participant

Date

Telephone

Print Name

Address City, State, Country and Zip Code

Signature of Parent or Guardian

Print Name of Parent or Guardian

Age of Minor

Date