

WILD SIDE SPECIALTY TOURS
ACKNOWLEDGEMENT OF RISK AND WAIVER FOR ALL PARTICIPANTS

Participant's Name (Last) _____ **(First)** _____

Welcome to the Wild Side Specialty Tours! Our first concern is that you and your group have a memorable and safe experience. The Wild Side Specialty Tours' environment, vessels, facilities, and activities are unique and different from your usual surroundings and activities. Inherent and unanticipated risks, dangers, and hazards exist, and you must exercise caution at all times in order to avoid or minimize the risk of damage, injury, and death. Examples of these risks, dangers, and hazards include, without limitation:

- (a) Water over 2' deep, making drowning a possibility;
- (b) Walking and standing surfaces that may be wet, slippery, moving, irregular, unstable, and rough;
- (c) Open areas such as hatches that could be fallen into;
- (d) Low or irregular lighting, or no lighting at all;
- (e) Objects and equipment that could fall on someone;
- (f) Low ceilings;
- (g) Lines, chains, or other items that could strike or entangle someone;
- (h) Extreme and variable physical, weather, and ocean conditions, including darkness, sun glare, hot and cold temperatures, rain, lightning, strong currents, large swells or rogue waves;
- (i) Vessels, docks, ladders, and stairs that someone could fall from;
- (j) Vessels that could pitch, roll, capsize, flood, collide, strike, and sink or otherwise injure;
- (k) Gaps between a vessel and a dock that could open or close suddenly and unpredictably;
- (l) Possible encounters with undesirable wildlife and flora; and
- (m) Unavailability of medical attention and treatment.

If a child or other person(s) under your care attends any Wild Side Specialty Tours activities, then discuss these risks, dangers, and hazards with them as they too must exercise caution at all times.

By signing this document and/or by such attendance you and such other person(s) shall be deemed to have read and understood the information in this document and to have irrevocably waived any and all claims against the Wild Side Specialty Tours and its directors, officers, employees, contractors, volunteers, agents, and insurers for damage, injury, accident, illness, or death occurring during or by reason of such activities. You agree to represent your ability to cover medical expenses incurred as a result of an accident and to cover Wild Side Specialty Tour's legal defense costs if an ensuing lawsuit is eventually found to be frivolous.

You agree that you have **disclosed any medical, physical, or mental conditions** to Wild Side staff and possess needed physician clearance to participate in Wild Side Specialty Tours' activities.

Additionally, you authorize photos/video taken during program may be used by the Wild Side Specialty Tours for promotional or educational purposes.

I understand I am voluntarily participating in Wild Side activities and the risks inherent in my participation and being in or on the water have been verbally disclosed to me on this date.

Voluntary Participant's Signature _____ **Date** _____

(Children under 18) _____