* **Tiki Time Tours Waiver**

Safety is our #1 Concern

* **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**

**BY CHECKING THE WAIVER BOX WITH YOUR TICKET PURCHASE YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!!!**

Tiki Time Tours Incorporated, INC PASSENGER WAIVER

1. I wish to participate as a passenger on the recreational charter boat ride being operated by
Tiki Time Tours Incorporated, INC (the "Boat Ride"), and I acknowledge that my participation in the Boat
Ride is completely voluntary.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH BOATING,
including, but not limited to equipment failure, perils of the sea, harm caused by other
vessels, acts of fellow participants, entering and exiting the water, boarding or disembarking
boats, and activities on the docks.
3. I fully assume responsibility for my own safety (including, without limitation, following all
directions of the boat's captain and crew) while participating in the Boat Ride, and verify that
I am physically able to participate.
4. 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 by radio and treatment will be
delayed until I can be transported to a proper medical facility. I agree in advance to these
conditions.
5. No person associated with Tiki Time Tours Incorporated, INC has made any express or implied
representation to me that they or the boat's 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 any person or entity responsible for their actions in attempting the performance or
rescue or first aid.
6. Having read this wavier, I agree to RELEASE from LIABILITY and HOLD HARMLESS

7. All adults will be held fully responsible for their actions on the boat any damages that may occur to the the vessel from Customers that are consuming alcohol or otherwise damaging the vessel in any manner will solely be responsible for repairs and payments. There cards will be charged for the repair cost.

Tiki Time Tours Incorporated, INC, along with its respective officers, directors, employees, owners, members,
managers, affiliates, agents, representatives, attorneys, heirs, personal representatives,
successors and assigns, all individuals associated with the Boat Ride, and all individuals
and entities having an interest in the boat being used for the Boat Ride, from any and all
liability, claims, demands, equitable relief, damages, costs, expenses, and causes of action
of any kind or character, of any type or nature whatsoever (including negligence), arising out
of the Boat Ride.

PROMOTIONAL MATERIAL – I acknowledge that pictures and/or video may be taken of me by the Releasees while I participate in the Activities. I give my permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made by the Releasees. I agree that the Releasee has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release the Releasees and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

**If this waiver is delivered by any electronic means whatsoever and said delivery shall be of the same force and effect as the delivery of an original signature.**