



PONTIKI SAFETY & LIABILITY WAIVER

ALL PASSENGERS MUST READ AND COMPLETE THIS FORM PRIOR TO LEAVING THE DOCK

I understand that during my time and use of the Pontiki Boat Cruises, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in being a boat passenger and participating in related water activities. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and property damage resulting from, but not limited to: (i) physical exertion and activities, (ii) contact with other boats, marine wildlife, rip currents, and other water hazards, (iii) slipping, tripping or falling, (iv) falling from heights or off the boat, (v) inappropriate, intoxicated and unsafe behavior of passengers, (vi) sudden illness, (vii) malfunctioning equipment, (viii) inclement weather, and (viii) other hazards associated with travel on a boat and recreational water activities.

I fully understand that Pontiki Boat Cruises or its staff has not tried to contradict or minimize my understanding of these risks. I know that injuries, damage and death can occur by natural causes or activities of other people, users, staff or third parties, either as a result of negligence or because of other reasons. I appreciate that I may have to use extra care to reduce the risks when exposed to these hazards. I understand that no medical facilities or expertise are readily available to assist with injuries or conditions.

I acknowledge that the cruise may involve the consumption of alcohol by passengers and I accept those risks. I further acknowledge that it is my sole responsibility to consume alcohol in moderation and in a way that will not impair my safety or judgment. I take full responsibility for any liability associated with my intoxication, before, during or after the cruise.

In consideration for my acceptance as a passenger on Pontiki Boat Cruises, and the services and amenities provided, I CONFIRM MY UNDERSTANDING OF THE FOLLOWING:

RELEASE OF LIABILITY. I understand and agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY, DEFEND, AND HOLD HARMLESS Pontiki Boat Cruise and its owners, vessel, employees, affiliates, agents, or assigns from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death, personal injury or damages related to my time and use of Pontiki Boat Cruises, even if caused by NEGLIGENCE. Such negligence could involve (a) negligent operation and supervision, (b) negligent maintenance or operation of the equipment or boat in general, (c) negligent manufacture or use of equipment to be used on the boat, (d) overconsumption of alcohol by passengers, and (e) the negligent facilitation or provision of emergency response services. I understand and intend this release to be as broad and inclusive as permitted by law, and to be binding upon my heirs, executors, administrators, and assigns.

I am of lawful age and legally competent to sign this liability waiver, or I have obtained the written permission of my parent or guardian as evidence below.

Photographic Release

I consent to the use of any photographs or videos in which I may appear while on the Pontiki Boat Cruise, for use on Pontiki Boat Cruises’ website, social media, or marketing materials, without compensation to me, with the understanding that Pontiki Boat Cruises will gladly grant my request to remove any photos or videos from their materials if I request that they do so.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE.

(If under 18 years old, Parent or guardian must also sign in the block below)

Full Name _____

Signature _____

Date _____

IF UNDER 18 YEARS OLD

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the liability waiver set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Childrens name(s): _____

Signature of Natural/Legal Guardian or Parent _____