

GUEST WAIVER, RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY

BEFORE SIGNING BELOW, PLEASE CAREFULLY READ THE FOLLOWING GUEST WAIVER, RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY (“Waiver”). NO GUEST WILL BE ALLOWED ON THE VESSEL (described below) WITHOUT SIGNING THIS WAIVER. IF YOU DO NOT WISH TO SIGN THIS WAIVER YOU MAY NOT PARTICIPATE IN THE EXCURSION (described below). YOU WILL BE REFUNDED ANY PRE-PAYMENT YOU HAVE MADE FOR SUCH EXCURSION.

AS PART OF THE LAWFUL CONSIDERATION I am tendering to Chamonix II Dallas, Ltd. a Texas limited partnership and Just For Fun of North Texas, Inc. (collectively, “Operator”) for granting me the right to board the sailboat, catamaran or other boat operated by Operator (“Vessel”) and to participate in any trip or cruise (“Excursion”) upon the Vessel, I, the undersigned, do hereby agree and acknowledge as follows:

1. I agree to conduct myself properly during the Excursion, exercising due care (including but not being limited to the amount of alcohol I may consume during the Excursion), and agree to be personally responsible for any damage (to the Operator, Vessel or other guests) that may result from my actions.
2. I understand that any Excursion upon the water involves certain inherent risks to my person, including but not being limited to events caused by the forces of nature, the inability to evacuate the Vessel, the inability to return to land, or otherwise. I am voluntarily participating in the Excursion with knowledge of the dangers involved. Further, I fully understand that the Vessel has limited medical facilities (if any) 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 care facility. I agree in advance to these conditions and limitations.
3. I hereby knowingly waive any claim (against the Operator, Vessel and the owner of the Vessel) that may arise from my and my children’s participation in the Excursion, regardless of whether such claim arises out of contract, common, or civil law and regardless of one’s negligence or gross negligence (hereafter, “Claims”); I hereby release the Operator, Vessel, and the owner of the Vessel from any such Claims; I hereby assume the risk of any such Claims; and I hereby agreed to defend, indemnify, and otherwise hold harmless the Operator, Vessel, and the owner of the Vessel against any such Claims.
4. I execute this Waiver for the benefit of the Operator, Vessel, the owner of the Vessel, and all of their agents, employees, representatives, successors, heirs and assigns.
5. I am of lawful age and legally competent to sign this Waiver and I am signing as the parent or legal guardian of any minors accompanying me.
6. I understand that the terms of this Waiver are contractual and not mere recitals, and that I have signed this Waiver of my own free act.
7. I agree that photos or a video might be taken of the event and I give my permission to the Operator to post photos on the internet or the company’s web site for marketing purposes.
8. I execute this Waiver with the intent of binding all my heirs, legal representative and assigns.

Date of signature (this Waiver will expire in six years): _____

E-mail address: _____

Signature: _____ Printed Name _____

**GUESTS PARTICIPATING IN WATER ACTIVITIES AND
SWIMMING ALSO MUST SIGN ON THE BACK OF THIS WAIVER
ADDITIONAL WAIVER, RELEASE, ASSUMPTION OF RISKS,
AND INDEMNITY
FOR GUESTS PARTICIPATING IN
SNORKELING OR OPEN WATER SWIMMING**

BEFORE SIGNING BELOW, PLEASE CAREFULLY READ THE FOLLOWING ADDITIONAL WAIVER, RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY FOR GUESTS PARTICIPATING IN SNORKELING OR OPEN WATER SWIMMING (“Waiver”). NO GUEST WILL BE ALLOWED TO PARTICIPATE IN SNORKELING OR OPEN WATER SWIMMING (“Water Activities”) WITHOUT SIGNING THIS WAIVER. IF YOU DO NOT WISH TO SIGN THIS WAIVER YOU MAY NOT PARTICIPATE IN THE WATER ACTIVITIES. YOU WILL BE REFUNDED ANY PRE-PAYMENT YOU HAVE MADE FOR THE WATER ACTIVITIES.

AS PART OF THE LAWFUL CONSIDERATION I am tendering to Chamonix II Dallas, Ltd., a Texas limited partnership, and Just For Fun of North Texas, Inc. (collectively, “Operator”) for granting me the right to participate in the Water Activities upon the Vessel (defined on the prior page of this Waiver), I, the undersigned, do hereby agree and acknowledge that, in addition to the waiver, release, assumption of the risk and indemnity I have made on the prior page of this Waiver, I further agree as follows:

1. I understand that there are inherent risks involved with the Water Activities, including but not being limited to equipment failure, acts of other guests, and adverse sea conditions, and I HEREBY ASSUME ALL SUCH RISKS.
2. I agree not to consume any alcoholic beverages prior to my participation in the Water Activities.
3. I represent that I am physically fit to participate in the Water Activities.
4. I acknowledge that the Operator will provide me with a buoyancy control device. However, if I choose not to utilize such buoyancy control device, I do so at my own risk, and I shall not hold the Operator, Vessel, or the owner of the Vessel responsible for my assumption of such risk.
5. Neither the Operator nor any person conducting or overseeing the Water Activities has made any representations 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 do hereby request assistance and agree not to hold anyone providing assistance responsible for their actions in attempting the performance of rescue or first aid.
6. I hereby knowingly waive any claim (against the Operator, Vessel, and the owner of the Vessel) that may arise from my and my children’s participation in the Water Activities, regardless of whether such claim arises out of contract, common, or civil law and regardless of one’s negligence or gross negligence (hereafter, “Claims”); I hereby release the Operator, Vessel, and the owner of the Vessel from any such Claims; I hereby assume the risk of any such Claims; and I hereby agreed to defend, indemnify, and otherwise hold harmless the Operator, Vessel, and the owner of the Vessel against any such Claims.

Date of signature (this Waiver will expire in six years): _____

Signature: _____ Printed Name _____