

**ADDITIONAL WAIVER, RELEASE,
ASSUMPTION OF RISKS, AND INDEMNITY
FOR GUESTS PARTICIPATING IN
SNORKELING OR OPEN WATER SWIMMING**

CHAMONIX II CATAMARAN

Capt. Mike 469.879.8885

www.bigdcats.com

GUESTS PARTICIPATING IN WATER ACTIVITIES AND SWIMMING ALSO MUST SIGN ON THE BACK OF THIS WAIVER

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, 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 _____

BIG D CATS.com
CHAMONIX II