

BIGDCATS

CATAMARANS

"WE GUARANTEE A FUN, MEMORABLE
AND UNIQUE EXPERIENCE ON THE WATER"

GUEST WAIVER, RELEASE, ASSUMPTION OF RISKS, AND INDEMNITY

www.bigdcats.com

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). GUESTS WHO PLAN ON SWIMMING, FLOATING OR LOUNGING ON ANY OF THE WATER RAFTS ("WATER ACTIVITIES") MUST SIGN THIS WAIVER. NO GUEST WILL BE ALLOWED IN THE WATER WITHOUT SIGNING THIS WAIVER. IF YOU DO NOT WISH TO SIGN THIS WAIVER YOU MAY NOT PARTICIPATE IN THE EXCURSION (described below).

AS PART OF THE LAWFUL CONSIDERATION I am tendering to Chamonix II Dallas, Ltd. a Texas limited partnership (collectively, "Operator") for granting me the right to board the sailing catamaran Chamonix II or other boat operated by Operator ("Vessel") and to participate in any trip or cruise ("Excursion") upon the Vessel, and to participate in any swimming and water activities, 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 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.
4. I agree not to consume any alcoholic beverages prior to my participation in the Water Activities.
5. I represent that I am physically fit to participate in the Water Activities.
6. 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.
7. 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.
8. 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 and any of 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. I execute this Waiver with the intent of binding all my heirs, legal representative and assigns.

DATE OF SIGNATURE: _____

SIGNATURE: _____

PRINT YOUR NAME: _____

E-MAIL ADDRESS: _____

CHAMONIX II