



"CATCH THE NEW WAVE IN ENTERTAINMENT WHERE WE COMBINE THE PRIVACY OF A RESERVED MEETING SPACE WITH THE BEAUTY AND ALLURE OF THE OPEN WATER."

# GUEST AGREEMENT (ASSUMPTION OF RISKS, WAIVER, RELEASE AND INDEMNITY)

**BEFORE SIGNING BELOW, PLEASE CAREFULLY READ THE FOLLOWING GUEST AGREEMENT. NO GUEST WILL BE ALLOWED ON THE VESSEL (described below) WITHOUT SIGNING THIS AGREEMENT. IF YOU DO NOT SIGN THIS AGREEMENT YOU MAY NOT PARTICIPATE IN THE EXCURSION (described below).**

AS PART OF THE LAWFUL CONSIDERATION I am tendering to Little Toot, LLC (collectively, "Operator") for granting me the right to board the power catamaran Little Toot or other boat operated by Operator ("Vessel") and to participate in any trip or cruise ("Excursion") upon the Vessel, and to participate in any diving, floating, swimming, lounging on water rafts and all other activities in or under water ("Water Activities"), I, the undersigned Guest, do hereby agree and acknowledge as follows:

- 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 injury or damage (to the Operator, Vessel, crew or other guests) that may result from my conduct.
- ASSUMPTION OF RISKS OF THE EXCURSION.** I am fully aware of the risks and hazards of participating in the Excursion, including but not being limited to, injury to me or my minor child(ren), effects of the forces of nature, the inability to evacuate the Vessel, the inability to return to land, other watercraft, acts of other guests and other risks. I am voluntarily participating in the Excursion with knowledge and appreciation of the risks involved. Further, I fully understand that the Vessel has limited medical facilities (if any) and that in the event of my 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. I ASSUME ALL RISKS OF PARTICIPATING IN THE EXCURSION FOR MYSELF AND MY MINOR CHILD(REN).
- ASSUMPTION OF RISKS OF WATER ACTIVITIES.** I know and appreciate the risks to myself and my minor child(ren) involved with participating in the Water Activities, including but not being limited to equipment failure, acts of other guests, drowning, effects of my or our physical condition, effects of the physical condition of other guests, adverse sea conditions, and other water craft. I ASSUME ALL RISKS OF PARTICIPATING IN WATER ACTIVITIES FOR MYSELF AND MY MINOR CHILD(REN).
- I agree not to consume any alcoholic beverages or use any medicine or substance that will inhibit my mental or physical ability prior to or while participating in the Water Activities. If I choose to consume alcoholic beverages while on the Excursion, I will do so responsibly, not to excess and only if I am 21 years of age or older. I agree not to allow anyone under 21 years of age to consume alcoholic beverages.
- I represent that I am and my minor child(ren) accompanying me are physically fit to participate in the Water Activities.
- I understand and agree that the Operator, the Vessel and the crew are not responsible for any personal property of guests that is lost, damaged or stolen during the Excursion.
- I release, waive liability of and agree to hold harmless and defend the Operator, the Vessel, their respective owners, officers, past and present employees, agents, representatives, successors, assigns, administrators and executors for any claim arising out of an injury to me and my minor child and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my or my minor child(ren)'s participation in the Excursion and Water Activities, including any claim for the negligence of Operator and/or of any of the other parties being released and indemnified.**
- I am of lawful age and legally competent to sign this Guest Agreement. I am signing it for myself and as the parent or legal guardian of any minors accompanying me as my own voluntary act.
- I agree that photos or a video might be taken of me and my minor child(ren) during the Excursion, and I give my permission to the Operator to post photos of me and my minor child(ren) on the Internet or the Operator's web site for marketing purposes.
- This Guest Agreement is the entire agreement of the parties concerning the Excursion and Water Activities. This Guest Agreement and the various rights and obligations arising under it shall inure to the benefit of and be binding upon the undersigned Guest, the Operator, the Vessel, their respective owners, officers, past and present employees, agents, representatives, successors, assigns, administrators and executors.
- By signing this form, you authorize BigDCats to send marketing text messages to the mobile number you have provided below using an automatic telephone dialing system. At any time, you may withdraw your consent to receive marketing text messages by calling us at 214 705 3772 or simply by replying "STOP" to any marketing text messages that we send you.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**CELL:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ @ gmail.com yahoo.com att.net aol.com sbcglobal.net

**verizon.com hotmail.com comcast.com icloud.com**