



Mar y Aventuras S.A. de C.V.

Tópete #564 Interior, e/ 5 de Febrero y Navarro, La Paz. BCS, México - Tel.: (612) 122 70 39
749 Trail Creek Rd. Livingston, MT 59047

Visitor Acknowledgement of Risk and Waiver

Name:

In consideration of my participation in an adventure-travel trip in connection with Mar y Aventuras and Sea & Adventures, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “the concessionaire”), I hereby agree to the following:

Although the concessionaire has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can perform an activity for which I may not be skilled, the concessionaire has informed me that these activities are not without risk.

Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss or damage to my equipment, or accidental injury, illness, or, in extreme cases, permanent trauma or death. It is not the concessionaire’s intent to frighten me or reduce my enthusiasm for this activity, but the concessionaire believes that it is important for me to know in advance what to expect and to be informed of the inherent risks.

The nature of sea kayaking, hiking, snorkeling, camping, riding in other watercraft or other outdoor activities, includes, but is not limited to, the following risks:

1. Changing water flow, tides, currents, or waves;
2. Falling out of, getting into, or out of a sea kayak or other craft or vehicles.
3. Collision, with other participants, any portion of the interior of the craft, other watercraft, human-made or natural objects, including overhanging, submerged, and/or semi-submerged trees, branches, rocks and boulders;
4. Conditions associated with rugged and remote terrain-such as primitive trails, rocks, cliffs, and steep grades, may cause you to lose control and fall;
5. Cold and heat-related injuries and illnesses, including hypothermia (rapid and medically serious loss of body temperature), heat exhaustion, heat cramps, sun stroke, dehydration, and sunburn;
6. Immersion in water may cause drowning or the aforementioned hypothermia;
7. Loss of sense of balance, physical coordination, ability to swim, and/or failure to follow directions;
8. Loss of control of the craft, collision, capsizing, and sinking of the craft can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
9. Inclement weather, variances, and extremes of wind, weather, and temperature may create slippery trails, risks of exposure, or trip delays;
10. Latent defects or conditions in equipment supplied by the concessionaire or various outfitters;
11. Contact with hazardous terrestrial or marine plants or animals;
12. Limited first aid, emergency treatment, or other services in the field;
13. Food or drink;
14. The guides arranged for the bay by the concessionaire or other outfitters may misjudge the risks of weather, terrain, and conditions, or the equipment or my ability.
15. Travel, including hiking, snorkeling, and travel to or from the activity;
16. Fatigue, illness, chill, and/or dizziness, which may diminish reaction time and increase the risk of an accident.
17. All participants in our expeditions must inform the company, guides, and cooks involved if they are pregnant or if they have any condition, disorder, allergy, food intolerance, or any other health problem at the time of their participation. Even if these conditions have been reported, the client acknowledges this is a wilderness trip operating from a small camping kitchen. It is possible that cross-contamination during food preparation or other such environmental factors cannot be avoided. By participating in our trips, you hold harmless the company and its employees

I am aware these activities entail the risk of injury or death to myself and any minors under my supervision or control. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury, illness, or death. I further understand that the consequences of such hazards and/or accidents may be exacerbated by virtue of their occurrence in remote places where rescue and medical attention may not be readily available. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of and with full knowledge of the inherent risks involved.

I acknowledge that, in most cases, guides have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated therewith. I certify that I and any minors under my supervision and control are fully capable of participating in these activities. Therefore, I assume and accept full responsibility for myself, including any minor children for whom I am responsible for bodily injury, accidents, illness, death, loss of personal property and expenses thereof as a result of those inherent risks and dangers and those inherent risks and dangers not specifically identified, and of my negligence related to this activity.

I understand that I am completely financially responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation in this trip.

I am aware that the “company” will strive to meet my expectations and that there are occasions when unforeseen events or circumstances beyond the control of the “company” may arise that may modify the itinerary, activities, food, and places to visit. The “company” is committed to the satisfaction of my trip, and for this reason, if there is a change in the advertising offered, I will not be in a position to legally sue the “company”.

I have read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate, and for all members of my family, and specifically for any minor children for whom I am responsible.

I authorize the company to use my image in online or printed promotional materials, including websites, newsletters, or other marketing materials, unless	
I specifically opt out by checking here _____	I agree _____
don't agree.	NO, I

Signature _____

(If participant is under 18, the parent or legal guardian must also sign.)