

Terms and Conditions – Standard Liability Release Form

In this document Bluewater Adventures, Bluewater Adventures Ltd., Aquaterre Boats Ltd., Anchor Excursions Inc., its officers and directors, employees, agents and contractors shall be referred to collectively as the “Company” and the undersigned customer, or parent or guardian of any minor who will be taking a trip with the Company, will be referred to as the “Participant”. All services and voyages are undertaken by the Company on the basis of the terms, conditions and agreements contained in this document. Payment of trip fees and boarding of the vessel are deemed to be acceptance of such terms, conditions and agreements whether or not the release contained in this document is signed by the Participant.

Acknowledgement of Risks and Release of Liability

The undersigned understands and acknowledges that in sailing, boating and wilderness tours and trips such as those offered by the Company there are certain inherent risks and dangers involved including, but not limited to, sailing, transfers in and out of and travel in motorized and oar powered dinghies, use of kayaks, hikes ashore, travel in small planes and other activities associated with sailing and boating vacations in remote locations. The undersigned accepts the risks and dangers and in consideration of being accepted as a Participant hereby waives all rights of legal action and claim of whatsoever nature and kind which the undersigned might have at any time against the Company in contract or in negligence for any occurrence, accident, act of God or nature, equipment failure, variations in scheduling, delay of any kind or any injury, death, damage or inconvenience to person or property due to any cause whatsoever including the negligence of the Company.

(1) Each Participant warrants that he or she is in sufficiently good health to undertake the trip and will be fully responsible for his/her physical condition and well-being during the trip. Each participant should ensure that medical coverage is adequate and up-to-date and that his/her tetanus immunizations are valid.

(2) Participants and their personal property including baggage are at all times solely at their own risk. Participants are strongly advised to be sufficiently insured against illness, injury, death and loss or damage to personal property whether on board a vessel, aircraft or on shore. Any emergency evacuation expenses and the costs of medical treatment or attention are the responsibility of the Participant.

(3) The Company, although not bound to act, reserves the right at any time to refuse to allow a Participant to continue the trip if in the sole opinion of a trip leader, health or actions of the Participant would effect the safety, smooth progress or enjoyment of the trip. In the event that such refusal or cancellation becomes necessary the Company shall not be liable for any refund or for return transportation or any other expense of the Participant.

(4) The Company reserves the right and is hereby authorized by each Participant to alter or cancel the trip at its sole discretion for any reason whatsoever, including, changes in weather, water conditions, mechanical failure, insufficient bookings, or any other occurrence. If a trip is cancelled by the company, all monies received from the participant will be refunded. Any additional expenses incurred due to a cancellation or alteration of the itinerary will be the responsibility of the Participant.

(5) Each Participant agrees to permit the Company the right to use photographic records for advertising, promotion, publication.

(6) Parents or legal guardians must co-sign with minors whether or not they accompany them on the trip and such signature represents a full discharge of any claims or legal actions against the Company which may be made or brought by the minor or the parent or the legal guardian.

(7) The undersigned understands and acknowledges that travel may promote exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact. THE COMPANY will not be held responsible for costs incurred due to presumptive or confirmed cases of COVID-19 (or any other transmittable disease) while traveling to, during or after a Bluewater Adventures trip.

This completed document shall serve as a release and assumption of risk to myself, my heirs, executors and administrators and all members of my family including any minor accompanying me. By signing (or checking the signature box) I agree that I have read, understood and agree with the terms and conditions of this document.

Name (print) _____ Signature _____

Date: _____ Address: _____