OCEAN INSTITUTE GUIDED WATER BASED RECREATION WAIVER, RELEASE, AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT. BY SIGNING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Information

Name: _____ Date of Birth: _____

Phone: _____ Email: _____

Address: _____

Emergency Contact Name & Phone: _____

**Please list an emergency contact who is not also on the tour if possible.*

ACKNOWLEDGEMENT OF RISKS

I, the undersigned, understand that participation in guided water based recreational tours conducted by the Ocean Institute involves **inherent risks**, including but not limited to:

- Drowning, injury, or death;
- Equipment failure or malfunction;
- Accidents during water entrance or exit, launch, landing, or capsizing of a kayak;
- Adverse weather, wind, tide, and sea conditions;
- Collisions with kayaks, watercraft, docks, or submerged objects;
- Encounters with marine life (e.g., stings, bites);
- Slips, trips, and falls on docks, rocks, or wet surfaces;
- Physical strain, sunburn, dehydration, or heat exhaustion;
- Limited access to or delays in medical care due to remote locations.

I ACKNOWLEDGE AND VOLUNTARILY AND KNOWINGLY ASSUME ALL RISKS, WHETHER KNOWN AND UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ASSOCIATED WITH THESE ACTIVITIES.

FITNESS TO PARTICIPATE

I affirm that I am physically and medically fit to participate in water based recreational activities. I do not have any condition that would impair my ability to safely engage in either. I will not participate if I am under the influence of alcohol, drugs, or any substances that may impair my judgment or performance.

SAFETY REQUIREMENTS

I agree to:

- Attend all pre-tour safety briefings and follow instructions provided by Ocean Institute staff;
- Use all provided safety equipment properly;
- Stay with the group and observe the buddy system at all times;
- Respect and comply with marine protection laws;
- Immediately notify guides of any unsafe conditions, discomfort, or injuries;
- Follow all safety rules and exercise reasonable care at all times.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration for being allowed to participate in the Ocean Institute's **water based recreational tours**, I, on behalf of myself, my heirs, assigns, and representatives, hereby expressly **release, discharge, and hold harmless** the **Ocean Institute**, its officers, directors, employees, agents, contractors, volunteers, and affiliates (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, or liabilities, including those arising from:

- Personal injury, illness, or death;
- Property damage or theft;
- Negligence (except for gross negligence or intentional misconduct).

For the avoidance of doubt, the foregoing waiver does not eliminate any contributory liability of the Ocean Institute for gross negligence or intentional misconduct.

I covenant not to make or bring any such claim against the Ocean Institute, and forever release and discharge the Ocean Institute from liability under such claims. This waiver applies to all claims or causes of action arising out of or related to participation in Ocean Institute activities, whether occurring before, during, or after the guided tour, and regardless of whether such claims are based on tort, contract, statute, or otherwise.

MEDICAL CONSENT

In the event of an emergency, I authorize Ocean Institute staff to obtain medical care for me and agree to be financially responsible for any such care. I acknowledge that immediate or advanced medical services may not be readily available at the activity location, and I voluntarily accept such risk.

MEDIA RELEASE

☐ I grant permission for the Ocean Institute to use photos or video of me during the tour for educational or promotional purposes, without compensation.

☐ I do not grant permission.

SEVERABILITY

If any part of this agreement is found to be invalid or unenforceable, that portion shall be severed, and all remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

SIGNATURES

BY SIGNING BELOW, I, ON BEHALF OF MYSELF AND ANY SUCH PERSONS, EXPRESSLY ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPTED THE RISKS, DANGERS, AND HAZARDS DESCRIBED IN THIS DOCUMENT. I ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF INJURY, DAMAGE, LOSS, ILLNESS, OR DEATH, WHETHER FORESEEN OR UNFORESEEN, ASSOCIATED WITH MY PARTICIPATION OR THE PARTICIPATION OF MY CHILD(REN) IN OCEAN INSTITUTE ACTIVITIES. I IRREVOCABLY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS OR LIABILITIES, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH PARTICIPATION, AGAINST THE OCEAN INSTITUTE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, AGENTS, AND INSURERS FOR ANY DAMAGE, INJURY, ACCIDENT, ILLNESS, OR DEATH OCCURRING DURING OR AS A RESULT OF SUCH ACTIVITIES.

Participant Signature: _____ Date: _____

Print Name of Participant: _____

Parent/Guardian Signature (if under 18): _____

Date: _____

Print Name of Parent/Guardian: _____

EMERGENCY MEDICAL INFORMATION (VOLUNTARY BUT STRONGLY RECOMMENDED)

In the event of a medical emergency where I am unable to communicate, I voluntarily provide the following medical information to assist emergency responders in providing safe and effective care:

Participant Information

Name: _____ Date of Birth: _____

Allergies (including medication, food, insect bites, etc.):

Current Medications:

Chronic Conditions (e.g., asthma, diabetes, epilepsy, heart conditions):

Blood Type (if known): _____

Any other information emergency personnel should know

I understand that the Ocean Institute is not a healthcare provider and makes no representations regarding the security or accuracy of the above information. This information is provided **voluntarily, at my own risk, and solely for use in a medical emergency to assist responders in providing care.**