



info@puertoricosailingtrips.com • 137 Harbour Dr. Humacao, PR 00791 • (787) 529-2496

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Puerto Rico Sailing Trips, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PRST"), I agree not to sue and I agree to release, indemnify, and discharge PRST, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that the water activity of the sailing tour services of PRST in the ocean (hereinafter referred to as "Activity"), may expose me to the risk of personal injury and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of PRST or anyone.
2. I agree and acknowledge that: (a) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; and (b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured .
3. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered. I will complete the Medical form provided to me by PRST as to medical conditions and/or medications. I agree that PRST is in no obligation to provide me with medical care during the Activity.
4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against PRST, even if the Claims are based on the carelessness, negligence or gross negligence of PRST or anyone else. Without limiting the foregoing, I further release any recourse, which I may now or hereafter have resulting from any decision of PRST.
5. I agree not to sue PRST for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any PRST or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless PRST from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of PRST or anyone else.
6. All participants must be at least 18 years of age unless they have parental or guardian approval. If I am signing on behalf of a minor child, I also give full permission for any person connected with PRST to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the wellbeing of the child.
7. I grant my permission to PRST and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("Images"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Images. I hereby release PRST including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.
8. I acknowledge and agree that PRST shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that PRST has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as PRST's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to PRST all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the images.
9. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
10. PRST reserves the right to refuse services to anyone.
11. This agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties. This agreement may be modified only by an instrument in writing signed by all parties.
12. I have fully read and understand the foregoing release and waiver. I am aware that by signing this release and waiver, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.
13. I agree to indemnify, defend and hold harmless PRST for any liability or responsibility whatsoever for any ill-effect, injury, or loss arising from, connected with or related to, the consumption of any food or beverage with or without alcohol received or provided during the sailing tour from PRST or any third party.

**BY SIGNING BELOW, PARTICIPANT/CLIENT ACCEPTS AND AGREES TO THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (of Parent or Guardian if participant is under 18)

\_\_\_\_\_  
Date



DAY & AFTERNOON CHARTERS

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# MEDICAL FORM

Name of Participant \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

In case of emergency please contact:

\_\_\_\_\_ Telephone \_\_\_\_\_

Do you have any medical conditions we should know about? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain. \_\_\_\_\_

Do you know how to swim? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please specify your swimming skill level. \_\_\_\_\_

Do you know how to snorkel? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please specify your snorkeling skill level. \_\_\_\_\_

Are you pregnant? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are you taking any medications? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate name(s) of the medications. \_\_\_\_\_

Are you allergic to any medication? \_\_\_\_\_

If yes, please specify medication. \_\_\_\_\_

Are you allergic to jellyfish? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are you allergic to any sea life? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are you allergic to any plants? \_\_\_\_\_ Yes \_\_\_\_\_ No

Do you have food allergies? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please specify. \_\_\_\_\_

If necessary, will you accept medical treatment? \_\_\_\_\_ Yes \_\_\_\_\_ No

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_