

Liability Waiver, Snorkel & Publicity Release

This **LIABILITY WAIVER, SNORKEL & PUBLICITY RELEASE** is granted to MA'ALAEA KAI ENTERPRISES, dba MAUI SNORKELING / FRIENDLY CHARTERS, and their owners, managers, employees, subsidiaries, agents, and assigns (collectively, "the Company"), which charter and operates the vessel, The Lani Kai (a "Vessel").

LIABILITY WAIVER: As consideration for being permitted to ride aboard the Vessel, I hereby acknowledge and assume all risks, dangers, and hazards of boating that are associated with said charter or cruise. I acknowledge that I am physically fit to snorkel and I will not hold Ma'alaea Kai Enterprises, dba Friendly Charters, responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while snorkeling or while a passenger on the Vessel used for a snorkeling trip. I understand and acknowledge that said risks include without limitation risks associated with boarding and disembarking the Vessel, the motion and movement of the Vessel through unpredictable, and sometimes rough, seas with attendant rolling and pitching, decks, ladders, and other surface areas that may be wet or slippery, thus requiring me to keep one hand for myself and one for the Vessel to minimize the risk of injury; as well as risks associated with ocean water activities in which I may engage, including without limitation swimming, snorkeling, snuba or scuba diving, and other water sports; all of which may expose me to risks, dangers, and hazards while participating in this Vessel's charter or cruise. I understand and expressly acknowledge that (a) I will be provided medical treatment in accordance with the Medical Payments provision of the Company's marine insurance policy in the event that I sustain physical injury while on the Vessel's charter or cruise; and (b) should there be any damage or destruction to any personal property in my possession on board the Vessel, as a result of fault by the Vessel or its crew, such personal property will be either repaired or replaced, at the Company's sole option, up to a maximum of \$500 per occurrence. In consideration of the foregoing, I expressly agree to waive and release any claims, including claims for injury or physical harm, against the Vessel, its operators, or the Company to the fullest extent allowed by law, except claims for intentional or gross negligence, arising out of my participation in a charter or cruise on said Vessel.

PUBLICITY RELEASE: I hereby grant permission and authorize the Company to take or have taken and to publish images, photographs, motion pictures/video footage, and sound recordings (collectively "the Works") of me and/or the below-identified minor(s) of whom I am legal guardian. I understand that I or said minor(s) may be identifiable from, such Works. This permission is granted in absolutely, in perpetuity, without payment or other consideration, except the consideration of being permitted to ride upon the Vessel, and extends to use and publication of my name, image, likeness, and sound of my voice, with or without my name, for any lawful purpose, including without limitation in the Company's advertising and marketing, including without limitation websites, blogs, social media channels, and advertising channels, without any restriction, geographical, temporal, or otherwise. I hereby waive (a) any right to inspect or approve the finished Works prior to their publication; (b) any claim, or right to royalties or other compensation relating to the use of the Works; and (c) any rights of publicity or privacy, copyright rights, or other intellectual property rights in the Works. I further release and agree to hold harmless the Company and its contractors involved in the creation or publication of advertising or marketing materials in which the Works appear from liability for any claims, demands, or causes of action by me, my heirs, representatives, or executors, or any other person on my behalf, or any third party, arising out of or in connection with the Works.

I understand that if I want to do Snuba I will need to sign a Snuba Participant Record and Liability Release form. I also, acknowledge that upon reading this form and have any past or present medical history, I may not be able to participate in this activity.

I will refrain from smoking aboard the Vessel in compliance with USCG regulations.

I will comply with all written or verbal safety or emergency instructions including but not limited to:

- Avoiding from close proximity to sharp coral reef especially where wave action could be hazardous.
- Avoiding areas known to have currents which could be hazardous.
- Keeping reasonably close to and aware of the position of the Vessel at all times by looking up periodically and remaining responsible to any signals from the Captain or Crew.
- Staying clear of the motors when approaching the Vessel in the water.
- Prohibiting the use of full-face masks.
- NO Spray or aerosol sunscreen

Ma'alaea Kai Enterprises dba Friendly Charters have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold Ma'alaea Kai Enterprises dba Friendly Charters, its crew, the Vessel, agents or passengers responsible for their actions in attempting the performance of a rescue or first aid.

I UNDERSTAND I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND AGREE TO DO SO.

I UNDERSTAND THAT ALL SNORKELING DESTINATIONS ARE WEATHER PERMITTING.

By signing this form, I acknowledge that, prior to signing, I have completely read and understand this LIABILITY WAIVER, SNOREKEL AND PUBLICITY RELEASE and agree to be bound thereby.

Passenger Full Name: _____

Signature: _____

Date: _____

CONSENT OF PARENT/GUARDIAN (FOR MINORS) (OPTIONAL)

I hereby certify that I am the parent or guardian of above noted passenger and that I have the legal authority to execute this LIABILITY WAIVER, SNORKEL AND PUBLICITY RELEASE on his/her/their behalf, and do hereby give my consent without reservation to said waiver and release on behalf of the named minor(s).

Parent/Guardian Full Name: _____

Relationship to Minor: _____

Minor Passenger Name: _____

Parent Guardian Signature: _____

Date: _____