

## **Parasailing Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Clause**

Please read all of the following information do not sign unless the following information is understood.

Express Assumption of Risk associated with use of Parasailing

I \_\_\_\_\_ do hereby acknowledge that I have been fully informed of the innate hazards and risks associated with parasailing, water transportation to and from parasail vessel and other water related sports I am about to engage. This is including but not limited to:

1. Changing of tides, currents, wave action and ships wake;
2. Collision with other participants, the watercraft, other watercrafts, natural objects, manmade objects;
3. Inclement weather, wind shear, lightning, variation in extreme wind, weather and temperature;
4. My physical condition, ability to operate equipment, swim and/or follow directions;
5. Capsizing, sinking, and/ or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of body onto water, water injection into orifices and/or drowning;
6. The presence of marine life forms;
7. Equipment error or operator failure;
8. Heat or sun related injuries including sun stroke, sunburn, dehydration;
9. Fatigue, chill and/or reaction time and increased risk of an accident;

I acknowledge that I have been trained in the safe use of the equipment to complete satisfaction and I am physically/mentally able to participate in the water sport activities which I am about to engage.

I specifically waive any defense as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

## Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above water sports, transportation, and parasailing activities, as well as the use of any facilities, specifically including water transportation to and from the parasail vessel and the equipment listed below. I hereby agree as follows:

1. To waive and release and of the claims based upon negligence, active or passive, with the exception of intentional, want or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releases

<u>Lani Resort and Convention Center</u> _____		
Owner(Company Name)	Vessel Identification Number	Vessel Name

<u>Lani Resort and Convention Center</u> _____		
Owner (Company Name)	Shuttle Boat Identification Number	Shuttle Boat Name

2. To release the releasees directors, employees, agents, volunteers, and vessels from liability and responsibility and for any claims or causes that I, my estate, heirs, or assigns we may have for personal injury, property damage, or wrongful death, arising from the above activities whether caused by negligence, active or passive, of the releases with the exception of gross negligence. By signing this document I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities.
3. By entering this agreement, I am not relying on any oral or written representation or statements made by the releasees other than what is stated in this agreement.

I hereby declare that I am of legal age and am competent to sign this agreement or, if not, that my legal parent or guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I have read this Agreement and understand it, and agree to be bound by it

_____	_____	_____
Signature of Participant	Name of Participant (Please Print)	Date
_____	_____	_____
Signature of Parent or Guardian If Participant is a minor. By their Signature, they release all claims	Name of Parent or Guardian (Please Print)	Date
_____	_____	_____
That both they and I have	Name of Minor (Please Print)	Date