



PLANET BLUE SEA KAYAK TOURS

Liability Waiver - Release and Indemnification Agreement

Palau Sea Ventures Inc. dba Sam's Tours is a licensed business that includes **Planet Blue Sea Kayak Tours, Sail-Dive Charters, Ocean Wonders Productions, Sam's Marina, Sam's Logo Pro Shop and Bottom Time Bar & Grill.**

(PLEASE PRINT) I _____, the undersigned, hereby certify and warrant that I am physically fit to engage in sea-kayaking which includes paddling a sea-kayak and may include snorkeling, swimming, hiking, climbing, and or other physically strenuous activities. I further understand that I may be exerting myself while kayaking, touring rock islands or sight-seeing on land with Planet Blue Sea Kayak Tours and warrant that I am in proper physical condition to engage in strenuous activities.

In the event that any tour involves the use of SCUBA I agree to complete a separate Liability Release and provide Proof of Scuba Certification, prior to engaging in an scuba-related activities or using any scuba equipment whatsoever (excluding mask, snorkel and fins). I will not engage in any use of scuba equipment if I am not certified in its use by a recognized agency.

I am aware of the inherent hazards of snorkeling which may include water entries and exits through rough terrain, stings from venomous marine creatures, and or death by drowning. I am familiar with the use of snorkel equipment and aware that the use of some prescription drugs, illegal drugs or alcohol is a contraindication to the safe operation of equipment and machinery and to my personal safety while renting a sea kayak and participating in a tour that includes paddling a sea-kayak, snorkeling, swimming, hiking, climbing, and or other physically strenuous activities.

I fully understand that a sea-kayak, speedboat or 4x4 vehicle is limited in its rescue and emergency medical response capabilities, and that Planet Blue Sea Kayak Tour routes and sites may be in a remote location distant from any medical or emergency aid facility. As a result, in the event of illness or injury, rescue and or appropriate medical assistance may be significantly delayed and I could sustain further serious injury, including death, from this delay.

(PLEASE PRINT) I _____, understand and fully assume the above risks of my own free will.

In further consideration of renting a kayak from Palau Sea Ventures DBA Sam's Tours and joining a Planet Blue Sea Kayak Tour or touring without the use of a guide, I hereby unconditionally release Palau Sea Ventures DBA Sam's Tours, Planet Blue Sea Kayak Tours, Kids Sea Camp, Inc. and their agents, employees, officers and directors from any liability, personal injury and property damage resulting from paddling, kayaking, snorkeling, swimming, hiking, climbing, and or any other physically strenuous activities or exertion while participating in a Planet Blue tour whether on land or on water and including while boarding and or on board any Palau Sea Ventures DBA Sam's Tours and or Planet Blue vessels or vehicles.

I do further agree to waive all claims against Palau Sea Ventures DBA Sam's Tours, Planet Blue Sea Kayak Tours, Kids Sea Camp and their agents, employees, officers and directors from any expenses, losses or damages incurred as a result of claims or demands hereafter made by me, my estate, heirs or assigns and further agree to institute no action or suit at law or in equity against Palau Sea Ventures DBA Sam's Tours and or Planet Blue Sea Kayak Tours, its agents, employees, officers and directors, or in any way aid in the institution or prosecution of any claims, demand, action or cause of action, for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss by injury either to my self, property (including SCUBA equipment, cameras, video or housing equipment), or both, whether known or unknown, past present, or future, arising out of any personal injury or property damage incurred by me while aboard any vessel or vehicle owned or operated by Palau Sea Ventures DBA Sam's Tours, or while using or renting said vessel or vehicle for any purpose related to Palau Sea Ventures DBA Sam's Tours and or Planet Blue Sea Kayak Tours.

I have read the foregoing document, understand it, and execute it on the date set forth below. I also understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

(NOTE: A separate and specific diving Liability Release is required for all tours that involve use of SCUBA)

Print Name

Signature

Date