

### **Terms of Use for any activities offered by Water Adventures on Loch Awe.**

- I UNDERSTAND THAT THE PURPOSE OF THIS DOCUMENT IS TO RELEASE WATER ADVENTURES ON LOCH AWE, THEIR AFFILIATE ENTITIES, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL AND THEIR EQUIPMENT (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) HEREINAFTER REFERRED TO AS THE “RELEASED PARTIES”, AND TO HOLD THESE PARTIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.
- I UNDERSTAND THERE ARE INHERENT RISKS INVOLVED WITH WATER BASED ACTIVITIES, including but not limited to equipment failure, perils of the loch/sea, weather conditions, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks; and I HEREBY ASSUME ALL SUCH RISKS.
- I UNDERSTAND THAT THE BOAT AND ITS OWNER AND OPERATORS DO NOT HAVE A LIQUOR LICENSE AND DO NOT PROVIDE ALCOHOLIC BEVERAGES ON THE BOAT.
- I REPRESENT AND COVENANT THAT I WILL NOT DRINK ANY ALCOHOLIC BEVERAGE BEFORE ENGAGING IN ANY WATER BASED ACTIVITY and that if I violate this covent, I do so at my sole risk and liability.
- I understand I maybe refused any activity for any reason the operator deems acceptable. Including but not limited to inebriation, substance use, weather, refusing to wear provided safety equipment, or using the equipment inappropriately.
- I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
- I REPRESENT AND WARRANT THAT I AM PHYSICALLY FIT TO RIDE ON AND PARTICIPATE IN ANY ACTIVITY OFFERED BY THE RELEASED PARTIES. I will not hold the Released Parties if I am injured as a result of ANY incidents and/or problems (medical, accidental or otherwise) which occur while participating.
- I fully understand that the boat has limited medical supplies and that in the event of illness or injury appropriate medial care must be summoned by radio/cell phone and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

- The boat and the Released Parties 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 the Released Parties, their crew, boats, or other passengers responsible for their actions in attempting the performance of rescue or first aid.
- All records of this release will be physically held for at least seven years as permitted by law.
- IT IS MY INTENTION BY THIS DOCUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL THE RELEASED PARTIES AND TO HOLD THESE PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE OR OTHER DAMAGE OR LOSS CAUSED BY MY PERSONAL USE OF ALCOHOL/DRUGS OR ANY PARTIES NEGLIGENCE OR GROSS NEGLIGENCE; AND I ASSUME ALL RISK IN CONNECTION WITH SWIMMING, PADDLEBOARDING, KAYAKING, AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPEMENT OR ORGANIZATION AND CONDUCT OF THIS ACTIVITY.
- If applicable, Parent or Guardian responsible for any minor under the age of 18 years old. This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the individuals release as provided above, for myself, my child, all heirs, assigns and next of kin. I release and agree to indemnify and hold harmless the Released Parties from the involvement or participation of my child in this activity as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Please arrive early for your departure time, do not access the dock until the skipper says to do so.**

Signed for as in good order and any damage or missing items noted on return will be charged as follows:

First Aid Kit if opened: £40.00

Life Jackets Adult: £120.00 (if torn or straps damaged) Childrens: £100.00

Tubing of Rib Punctured: £300.00

I have carefully read this document in its entirety, fully understand its contents, and agree to the terms and conditions of this document on behalf of myself, my heirs, and my personal

representatives. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. This document constitutes the final and entire agreement between the Released Parties and the undersigned. I sign it of my own free will and agree to be bound by it forever.

If any provision of this Waiver and Release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I confirm I am over 18 years of age and take full responsibility for my behavior, this equipment, and its possible operation and have been made aware of the operating procedures and have had instruction from a qualified person on equipment handling and etiquette before participating.

**Printed Names of Participants:**

**Signature of Participant or Parent/Guardian:**

**Date:**