

## ACKNOWLEDGMENT OF RISKS

Searcher Natural History Tours' owners do not want to frighten or reduce the enthusiasm of their passengers, but believes it is important to inform them in advance what to expect and be informed of inherent risks.

As a passenger aboard the vessel Searcher I am about to encounter certain known risks necessarily associated with being a passenger aboard a vessel. I understand and acknowledge that there are known and unanticipated risks which could result in injury, illness, disease, death, emotional distress and/or damages to myself, my property or to third parties.

For that reason, I acknowledge the following:

1. I am aware a vessel is subject to the rolling and pitching action of the wind and waves which could cause me to lose my balance. While standing, sitting, or walking about the vessel (including boarding, disembarking, climbing and descending steps, stairs, using the ladder) I will utilize all available handholds, grab holds, rails, tables, bulkheads, railing, or benches so I will not lose my balance or fall down.
2. While I am descending the ladder to the skiffs and exiting the skiff to the beach, the water, or island shore, I will pay attention to the crew member's instructions and exercise caution while executing these activities.
3. While walking on the vessel I will watch for any open hatches, as I acknowledge that I could fall into one and be injured. I am also aware that hoses and other items necessary to the vessel's operation may be on the deck. I will take care to step over everything.
4. I will remain seated in the stern (rear) or inside the galley while the vessel is entering and departing harbors.
5. I am aware that the vessel decks can become slippery due to wave action, rough sea conditions, or water on the deck. I will be careful to not slip and fall. Flip flops, high heels, and leather sole shoes are not safe. I represent that I will wear suitable shoes to safely walk on the deck.
6. I will always make an effort to be aware of where all other passengers are so I do not inadvertently injure them and so they do not inadvertently hurt me. I acknowledge the vessel owner is not responsible for other passenger's actions.
7. If I participate in hiking excursions, I will be careful of my footing and use cautions considered reasonable in wilderness settings.
8. If I participate in snorkeling, I maintain that I can swim safely and will use cautions considered reasonable in a underwater setting.
9. If I decide to consume alcohol, I will be extra careful while aboard the vessel, as I recognize that conditions aboard a vessel are different than ashore. I acknowledge that I am aware of my tolerance to alcohol and limitations and will not become inebriated.
10. I will listen and obey instructions from captain and crew, as they are concerned for my safety.
11. I will not be on deck alone at any time without notifying a crew member.
12. I acknowledge that I will not bring any illegal weapons or substances, including but not limited to drugs or explosives, aboard the vessel.
13. I certify that I am physically capable of participating as a passenger aboard the vessel and if I am elderly or overweight or otherwise have physical limitations, I will ask for assistance when needed.
14. I agree to assume on my behalf (and on behalf of all minor children who accompany me) all the risks inherent with being a passenger aboard the vessel. My participation as a passenger aboard the vessel is purely voluntary and I elect to participate in spite of the known and unknown risks.

## LIMITS OF RESPONSIBILITY

*Searcher* Natural History Tours assumes no responsibility for government restrictions or regulations, or costs associated with changes in travel arrangements out of our control. Our itineraries are subject to change due to weather, captain's discretion, considerations for wildlife, passenger safety and comfort, and the uncertainties of operating in foreign wildlife preserves. Such changes shall be made without penalty to *Searcher* Natural History Tours.

In consideration of, and in part payment for, the right to participate in such trips and activities, services, and food arranged for me by *Searcher* Natural History Tours, I have and do hereby assume all the above-mentioned risks, and will hold Arthur Taylor, Celia Condit, individually, and doing business as *Searcher* Natural History Tours, and/or their principles, directors, officers, employees, agents, affiliate, subsidiaries, parents, facilities, (hereinafter the "Releasees") harmless from any and all liability, actions, causes of action, debts, claims, demands of every kind and nature which may arise out of or in connection with my participation in any activities arranged for me by Releasees. These terms shall serve as a release and assumption of risk for me, my heirs, executor, and administrator and for all members of my family, including any minors accompanying me. I further release Releasees and their specified leaders from all claims and liabilities for injury.

In the event that I file a lawsuit against Releasees, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. By signing this document I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein.

## IMAGE RELEASE

I grant to *Searcher* Natural History Tours, its representatives and employees the right to take photographs of me and my property in connection with participation in a tour. I authorize *Searcher* Natural History Tours to copyright, use and publish the same in print and/or electronically.

I agree that *Searcher* Natural History Tours may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Please sign below to acknowledge that you have read and accept the above statements.

Date:

Signed:

Printed name:

Signed:

Printed name:

Minors under my supervision (under age 18):