



ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT COMPLETE LIABILITY RELEASE

SAFETY IS THE #1 PRIORITY

The "Captain's Word is the Law" - For the safety of all passengers, please listen and follow all directions given by the captain. Any passenger acting in a dangerous, disorderly, or disruptive manner will cause the cruise to be ended and returned to port with no refund.

State Police & Coast may be called. ALL passengers must arrive at the dock and be ready to board a minimum of 15-30 minutes prior to your departure time. Late arrival could result in a missed cruise and loss of nonrefundable payment. If the weather changes while on the tour and lightning begins, captains are required to go back in for your safety. Depending on the time of the tour that was lost, rescheduling is an option if more than half of your tour was cut short.

Tipping is optional and not included in the ticket price. However, if you feel your Captain and Crew did an exceptional job, gratuities are welcome. Tips received are shared equally between your tour Captain and Crew.

Inherent Risks/Assumption of the Risks

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH boarding and riding aboard a boat/water vessel, including but not limited to equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, and I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO. I assert that I am physically fit to ride on a boat, and I will not hold ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT or their employees, captain, crew, agents, or other associated personnel responsible if I am injured as result of ANY problems (medical, accidental, or otherwise) which occur while chartering the boat or otherwise participating in the tour. I also understand that my time on the boat may result in getting wet due to weather and/or waves.

Medical Attention

I fully understand that ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT has limited medical facilities on board and that in the event of illness or injury, appropriate care must be summoned by radio or phone and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions. ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT, have made no representations 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 ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT, their captain, crew, or passengers responsible for their actions in attempting the performance or rescue of first aid.

Lost Items

I acknowledge that while taking the boat tour any loose items I bring on the trip may fall into the water or be blown off the boat by the wind. I agree to assume all responsibility for any items I bring on the trip and will not hold ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT or their employees, captains, crew, agents, or other associated personnel liable for any damage or loss that may occur to personal property. These items may include, but are not limited to, cameras, cell phones, hats, sunglasses, binoculars, jewelry, wallets, and purses or any other personal belongings.

Life Jacket Warning and Offering

I have been fully warned and advised by ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT and its captain and/or crew that a life jacket should be worn while riding in/on the vessel from which the tour is given. I acknowledge that ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT and its captain and/or crew has offered the use of and on-board location of a proper life jacket. If I choose to forego wearing a life jacket, I assume any, and all liability that may result from my failure to wear the life jacket.

Please Initial & Date _____

Release of Liability

I agree to forever discharge and release ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT, its captain, crew, employees and agents, the owner(s) of ALOHA TIKI CRUISES LLC and the ALOHA TIKI CRUISES BOAT, and affiliates, from any, and all responsibility or liability for any, and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages whether they arise or result from any NEGLIGENCE, EVEN IN CASES OF GROSS NEGLIGENCE or other liability.

Furthermore, I specifically agree on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any, and all causes of action arising from a consequence of any incidents which might occur from a consequence of my participation in any boating and/or activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Print Name: _____ Phone # _____

Signature: _____ Date: _____