

DREAMLANDER TOURS OF MARCO ISLAND
ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND
INDEMNIFICATION AGREEMENT

Read Carefully. This is a release of liability and waiver of legal rights.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF DREAMLANDER TOURS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BROTHERS KRAKEN, LLC. D/B/A DREAMLANDER TOURS OF MARCO ISLAND (RELEASED PARTIES) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BROTHERS KRAKEN, LLC. D/B/A DREAMLANDER TOURS OF MARCO ISLAND HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

1. Definitions. The person who is participating in boating, sightseeing, dolphin and shelling tours, fishing, airboat tours, any watersport; or using the facilities or equipment of Released Parties shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **Brothers Kraken, LLC. d/b/a Dreamlander Tours of Marco Island** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in boating, sightseeing, dolphin and shelling tours, fishing,

airboat tours, any watersport or using the facilities of the Released Parties for any purpose.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: transportation to and from tours, automobile accidents, water flow; tides; currents; wave action; wakes; propellers; collisions with other participants, watercraft and other manmade or natural objects; weather conditions; sun, lightning; capsizing; sinking; exposure to elements; drowning; exposure to marine and everglade life; zoo and gator show, equipment failure and/or defects; carbon monoxide; slips; falls; operator error; fatigue, mental distress from exposure to any of the above; improper instruction or supervision; boat operator error; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Duties of Participant. The Participant assumes the responsibility of following instructions, exercising caution when boarding, riding or egressing from cars, vans, boats and on premises at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage. Participant acknowledges that he/she has the health, physical dexterity and knowledge to safely engage in the Activity.

4. Release and Indemnification: In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's engagement in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's engagement in the Activity.

IN THE CASE OF A MINOR PARTICIPANT, THE ABOVE WAIVER, RELEASE, AND AGREEMENT NOT TO SUE ONLY APPLY TO DAMAGES RESULTING FROM INHERENT RISKS OF THE ACTIVITY IN ACCORDANCE WITH FLA STAT 744.301.

5. Minor Acknowledgment. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of **FLORIDA**, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in **Collier** County, **FLORIDA**; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Address

Telephone

Emergency Contact: Printed Name/Relation

Telephone