



MINOR PARTICIPANT WAIVER & RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____ (name of adult) (hereinafter “parent or legal guardian” “you”, “my”, or “I”), certify that I am above the age of 21 years old. As consideration for my minor child (under the age of 18 years of age) or ward’s (“minor participant”) participation in the tour with Flip Flops & Coconuts Tours, LLC (“FFCT”), including any transportation to and from said tour and activities, hereby attest that, after reading this Minor Participant Waiver and Release completely and carefully including the notice above your signature, as required by Florida Statutes 744.301 you acknowledge, appreciate, and willingly agree to the following:

- 1. I have read and do understand and agree on behalf of the minor participant to the Flip Flops & Coconuts Tours, LLC Terms and Conditions and agree to follow any and all safety precautions provided by FFCT, their staff and any third-party provider affiliated with the tour.**
- 2. The Minor Participant Waiver (“Waiver”) encompasses my relationship with FLIP FLOP & COCONUTS TOURS, LLC, AND ALL TOUR OPERATORS, SUB-CONTRACTORS AND SUPPLIERS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES, ACTIVITIES OR SERVICES FOR THE TOUR (“Operators”), and their respective directors, officers, managers, employees, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors and assigns (together with Operators hereinafter referred to as the “Releasees”).** For purposes of this Waiver the term “tour” shall include all activities, events, or services provided, arranged, organized, conducted, sponsored, authorized by the OPERATORS, including but not limited to participation in the tour, travel to remote areas, animal encounters, element exposed outdoor activities, trekking, water activities, travel to and from the tour areas and activities, travel while in the tour areas, orientation and instruction; and other such activities, events and services in any way connected with or related to these activities.
- 3. Safety Acknowledgement.** I am aware that I and/or minor participant may consult with guides to answer any questions I or he/she may have before or during the tour. I acknowledge that if a minor participant has health insurance or travel insurance, it is my responsibility to check whether such insurance will cover the tour. I understand that Releasees do not provide any type of insurance whatsoever to participants and that I have been advised to obtain suitable travel insurance on my own. In consideration of being permitted to participate in a tour operated by Flip Flops & Coconuts Tours, LLC, I do for myself, minor participant, my heirs, legal representatives and assigns hereby release, waive and discharge Releasees from all liability to myself, minor participant, my heirs, legal

representatives and assigns for any and all loss or damage on account of injury to my person or property, whether caused by negligence or otherwise, while participating in the tour. Furthermore, I assume full responsibility for the risk of bodily injury, death or property damages while minor participant participates in said tour.

4. **Physical Health & Wellbeing.** I hereby certify that my child or ward is physically fit for participation in the tour, and I have not been advised otherwise. I am aware of the physical efforts required to participate in the tour and that this can activate minor participants' pre-existing injuries or conditions. I acknowledge that I should seek medical advice if I know or suspect that a minor participant's physical condition may be incompatible with the tour.

In connection with any injury sustained or illness or medical conditions experienced during my child's or ward's attendance in connection with the tour, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or ward's behalf. Additionally, I authorize medical treatment for my child or ward, at my cost, if the need arises; however, I acknowledge that the Released Parties will have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

5. **Risks.** I am fully aware of the risks connected with participating in the tour, including but not limited to, risk of acts, government actions, high altitudes, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other participants, FFCT and its owners, employees, agents and/or representatives; attack by or encounter with injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage, and loss resulting therefrom. I hereby acknowledge, agree and understand that the use of any of Releasee's facilities, services, equipment or premises involves risk of injury to my person and property and to the person or property of any minor for whom I have guardianship and have requested or allowed entry to or use on the Tour and Releasee's property. By engaging in such use, or permitting such use by a Minor, I voluntarily accept and assume full responsibility for such risks.

6. **Abide By the Law.** While present on the tour, minor participant will fully comply with all local, state, and federal laws, regulations, advisories, guidelines, and ordinances.

7. **Use of Alcohol and/or Illegal Drugs Prohibited.** If I or minor participant use, consume or am under the influence of alcohol or illegal drugs prior to or while engaging in the tour, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RELEASEES OR OTHER THIRD PERSONS AND/OR THIRD PARTIES, I ASSUME AND ACCEPT ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM AND WILL INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY OR

PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY ENGAGEMENT IN THE TOUR, WHILE, DURING, OR AFTER CONSUMPTION OF ILLEGAL DRUGS OR ALCOHOL.

8. **Responsibility.** I assume responsibility for any equipment, accommodation, transportation or personal property of any third-party that may be broken or damaged while in my or minor participant's possession or in use and will comply with the immediate reimbursement of such items.
9. **Release of Liability, Waiver of Claims and Indemnity.** In consideration of the Operators and Releasees allowing minor participant to participate in FFCT tours and permitting minor participant the use of their property and equipment, where applicable, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows: TO WAIVE ANY AND ALL CLAIMS that I now have or that may arise in the future against THE OPERATORS AND RELEASEES and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from my participation in the tour DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE OPERATORS OR RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE OPERATORS OR RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR TOURS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF OUTDOOR TOURS, REFERRED TO ABOVE, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW; TO HOLD HARMLESS AND INDEMNIFY THE OPERATORS AND RELEASEES FROM ANY AND ALL LIABILITY FOR DAMAGE TO REAL OR PERSONAL PROPERTY OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MINOR PARTICIPANT'S PARTICIPATION IN THE TOUR, ANY AND ALL LIABILITY INCLUDING, BUT NOT LIMITED TO, THE COST OF SUIT AND REASONABLE ATTORNEY'S FEES; AND 3. THAT THIS WAIVER SHALL BE EFFECTIVE AND BINDING UPON ANY AND ALL HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, REPRESENTATIVES, INCLUDING IN THE EVENT OF MINOR PARTICIPANT'S DEATH OR INCAPACITY.
10. **Governing Law.** You agree that any rights, duties, and obligations as between the parties to this Waiver shall be governed and interpreted solely in accordance with the laws of the State of Florida and no other jurisdiction. Any litigation involving the parties to this Waiver shall be brought solely within the State of Florida and shall be within the exclusive jurisdiction of the Circuit Court if the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction) **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**
11. **Food Allergies.** Although FFCT will do its best to accommodate food allergies and preferences of which it is aware, I retain sole responsibility for ensuring that the food and beverages minor participant consumes is consistent with minor participant's specific food restrictions and preferences and therein I waive all claims against FFCT arising out of my consumption of any and all food and beverages to which minor participant have an allergy or aversion.

**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 FLIP FLOPS & COCONUTS TOURS, LLC USES REASONABLE CARE IN PROVIDING THIS TOUR, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS TOUR BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE TOUR WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS NOTICE, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FLIP FLOPS & COCONUTS, LLC 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 FLIP FLOPS & COCONUTS, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I/WE BY EXECUTING THIS DOCUMENT REPRESENT AND WARRANT THAT I/WE AM/ARE LEGALLY COMPETENT AND THE PARENT(S) AND/OR NATURAL GUARDIAN(S) OF MINOR PARTICIPANT AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY. I/WE UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL. I/WE HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY.

By signing below, I certify that: 1) I have fully and completely read and understand this Minor Participant Waiver; 2) I am 21 years of age or older, 3) I am the legal guardian of the minor child or ward identified above; 4) the information set forth above pertaining to my child or ward is true and complete; and 5) I consent and agree to all the foregoing on behalf of myself and my minor child or ward identified above.

Date: _____

Print Parent Name or Court Appointed Guardian:

Signature of Parent or Court Appointed Guardian:

Flip Flops & Coconuts Tours LLC is registered with the State of Florida as a Seller of Travel, Registration No.ST44646

PHOTO & VIDEO RELEASE

[CHECK BOX - Not Required] I grant Flip Flops & Coconuts, LLC permission to use the photographs or videos taken of minor participant while participating in the tour for any legal use, including but not limited to publicity, copyright purposes, illustration, promotional purposes, advertising, and web content. Furthermore, I understand no royalty, fee, or other compensation shall become payable to me or minor participant by reason of such use.

Date _____

Print Parent Name or Court Appointed Guardian:

Signature of Parent or Court Appointed Guardian: _____

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