



## **TOUR PARTICIPATION WAIVER & RELEASE**

### **PLEASE READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ (name of adult) (hereinafter “participant” “you”, “my”, or “I”), certify that I am above the age of 21 years old (for booking purposes as it relates to this tour). As consideration for my 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 Tour Participation Waiver and Release completely and carefully you acknowledge, appreciate, and willingly agree to the following:

- 1. I have read and do understand and agree 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 Tour Participation Waiver & Release (“Waiver”) encompasses my relationship with FLIP FLOP & COCONUTS TOURS, LLC, AND ALL TOUR OPERATORS, TOUR GUIDES, 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 may consult with tour guides to answer any questions I may have before or during the tour. I acknowledge that I have travel insurance, and it is my responsibility to check whether such insurance(s) 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, my heirs, legal representatives, and assigns hereby release, waive and discharge Releasees from all liability to myself, 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 I participate in said tour.

4. **Physical Health & Wellbeing.** I hereby certify that I am 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 my pre-existing injuries or conditions. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the tour.

In connection with any injury sustained or illness or medical conditions experienced during my 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 consent on my own behalf. Additionally, I authorize medical treatment 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 acts, 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. By engaging in such use, I voluntarily accept and assume full responsibility for such risks.

6. **Abide By the Law.** While present on the tour, I 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 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 possession or in my 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 me to participate in FFCT tours and permitting me 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 MY PARTICIPATION IN THE TOUR, ANY AND ALL LIABILITY INCLUDING, BUT NOT LIMITED TO, THE COST OF SUIT AND REASONABLE ATTORNEY'S FEES; AND 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 MY DEATH OR INCAPACITY.
10. **Governing Law/ Jury & Class Action Waiver.** 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 Florida Circuit Court having subject matter jurisdiction. I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY AND SHALL NOT BRING FORTH ANY CLAIM, DISPUTE OR ACTION AS A MEMBER OF A CLASS ACTION OR REPRESENTATIVE PROCEEDING.
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 I consume is consistent with my 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 I may have an allergy or aversion.

**BY SIGNING BELOW, I CERTIFY THAT: 1) I AM 21 YEARS OF AGE OR OLDER, 2) AM OF SOUND MIND, 3) HAVE READ THE TOUR PARTICIPANT WAIVER & RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, 3) I AM NOT RELYING ON ANY OTHER STATEMENT OR DOCUMENT EXCEPT THE FFCT TERMS & CONDITIONS**

**IN AGREEING TO THESE TERMS, AND 4) SIGN THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT, AND 5) UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER.**

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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 me 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 by reason of such use.

Date \_\_\_\_\_ Signature: \_\_\_\_\_

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