



Samara Sportfishing Liability Waiver

I understand that in order to participate in ocean activities arranged by Sámara Sportfishing, a division of Dos Hermanos Aventuras Oceano, I am under the auspices of Sámara Sportfishing, its agents, employees, servants or representatives in interest. I hereby agree and am aware that: (1) Ocean Activities Can Be Dangerous and includes certain risks and dangers including but not limited to hazards of traveling in boats, rafts, kayaks or other conveyance, forces of nature, accidents and/or illness in remote locations of the country. (2) Without immediate evaluation or medical facilities, extreme weather conditions, physical exertion for which I may not be prepared, and evacuation difficulties, should I be injured or disabled. I accept and assume all of the known and unknown inherent risks of the proposed activities. I also acknowledge that there may be photographs taken of me during the course of activities and that those photographs may be used in promotional materials for Sámara Sportfishing and Dos Hermanos Aventuras Oceano including, but not limited to, social media posts, website and promotional materials.

I hereby release and discharge Sámara Sportfishing and Dos Hermanos Aventuras Oceano, its agents, employees, servants or representative from any and all liabilities, claims, damages, and causes of action arising out of the above activities and assume the risk that I may be injured in the above activities. This Release of Liability and Assumption of Risk shall be binding on me, my heirs, representatives, administrators, and executors.

I further agree that I will assume all risks and release Sámara Sportfishing and Dos Hermanos Aventuras Oceano from all liability for any injury or damage to my body or property or my death due to any negligent failure to obtain or administer appropriate rescue operations in the event of injury or mishap, including failure to obtain adequate medical services, to evacuate or to supply treatment, medicine or trained rescue personnel or anything in connection therewith.

I also understand that for any given activity, the guide or representative for a specific activity has the right to disqualify me, if in their judgment, I am physically or mentally incapable of performing that activity and/or if my participation in the activity will endanger me and/or the safety of others. I acknowledge that it is my obligation to inform the guide, in advance of any activity, of any medical or physical disability or limitation which might disable me or render me unable to perform or safely complete the activity. I also acknowledge that I am the best judge of my own condition and limitations and that it is incumbent on me to fully disclose the full extent of any such conditions or limitations. I acknowledge that if I do not fully disclose all of my disabilities or limitations, that Sámara Sportfishing and Dos Hermanos Aventuras Oceano will be unable to take adequate measures to protect me from harm. I agree that if I am injured or become ill, Sámara Sportfishing and Dos Hermanos Aventuras Oceano, the guide or representative of the activity, may, at my cost, arrange medical treatment, evacuation or any other emergency services on my behalf as deemed reasonably necessary for my safety and health.

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the activities, I assume and accept all risks, dangers, and hazards that may result from this including the possibility of personal injury, death, property damage and loss, even in the event of negligence or fault by Sámara Sportfishing or third parties, and will indemnify Sámara Sportfishing from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the activities, while, during, or after consumption of illegal drugs or alcohol.

I expressly acknowledge and agree that certain ocean activities can be dangerous and involves serious and unpredictable risks of bodily injury, property damage and death, and that the foregoing waiver and release is intended to be as broad and as inclusive as permitted by law, that I am not relying on any oral or written representations of Sámara Sportfishing and Dos Hermanos Aventuras Oceano regarding safety, and I am executing this Release of my own free will. I have read all of the above and agree to all the provisions contained herein and to all of the terms and conditions of Sámara Sportfishing and Dos Hermanos Aventuras Oceano which I acknowledge receipt of.

Signature of Participant

Date