

# PARASAILING & BANANA BOATING

## Assumption Of Risk And Complete Release Of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE **MONTAUK PARASAIL LLC**, ITS OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HERINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH PARASAILING & BANANABOATING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
3. I assert that I am physically fit to participate parasailing and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while parasailing, or otherwise participating in the trip.
4. I will not remove my floatation device at any time while participating in the trip. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.
5. If I become distressed, I will immediately notify the tow boat operator or crew.
6. I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
7. The Released Parties have made no representation 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 the Released Parties, their crew, boats or passengers responsible for their actions in attempting the performance or rescue or first aid.
8. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH PARASAILING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
9. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State Zip**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

\_\_\_\_\_  
**Signature of Parent or Guardian**

Parasailing 1/2003

\_\_\_\_\_  
**Print Name of Parent or Guardian**

\_\_\_\_\_  
**Date**