



RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

I understand there are risks and hazards associated with boating, sailing, snorkeling and other activities in and around the ocean ("Activities"). I understand the ocean is unpredictable and there may be conditions such as waves, surges or currents which are unexpected and potentially dangerous. I am aware that the movement of the vessel may be bumpy and rough depending on sea and weather conditions. I also understand there are risks and hazards associated with getting on and off the vessel and traversing the beach (please note presence of concrete structure across the beach fronting Sheraton Hotel). I agree to take precautions for my own safety and follow the crew's instructions. I acknowledge that risks and hazards may include but are not limited to property loss or personal injury from weather and sea conditions, slipping and falling on the vessel, and injuries arising from the movement of the vessel.

I affirm that I am familiar with the potential hazards of these Activities, am in good physical health, can swim and am comfortable in the ocean (for snorkeling and swimming), have no pre-existing back or neck problems. I hereby voluntarily assume any risks and hazards associated with these Activities.

I further acknowledge that participation in these Activities may increase my risk of exposure to COVID-19. I understand that while Maita'i Catamaran Corporation and King Parsons Enterprises, Ltd. have taken precautions against the spread of COVID-19, they cannot guarantee I will not be exposed on the vessel. I agree to practice social distancing, wear face coverings as required and be responsible for my own safety.

I WARRANT THAT I AM NOT COVID-19 POSITIVE AND I AM NOT EXPERIENCING SYMPTOMS OF COVID-19 SUCH AS FEVER OR RESPIRATORY SYMPTOMS. I WARRANT THAT I AM NOT AWARE OF ANY CONTACT WITH A COVID-19 POSITIVE PERSON WITHIN THE PAST 14 DAYS.

I hereby release and discharge Maita'i Catamaran Corporation, the S/V MAITAI, King Parsons Enterprises, Ltd., their owners, employees, agents and assigns ("Released Parties"), from all liability for property loss and/or personal injury or illness which I may sustain due to my participation in these Activities. I hereby waive any rights I may have to bring a lawsuit against the Released Parties as the result these Activities.

I HAVE READ THE FOREGOING AND UNDERSTAND THE RISKS AND HAZARDS ASSOCIATED WITH THESE ACTIVITIES. I UNDERSTAND THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES.

(IF PARTICIPANT IS UNDER 18 YEARS OF AGE, a parent or guardian must sign this Release)

Participant signature

Print name

Parent's or Guardian's Signature (for minor child)

Date

Permanent phone number or permanent address (not a contact number or hotel)

REVISED OCTOBER 2020 (V 1.4)