

Pura Vida SXM Tours B.V. Liability Waiver Form

Thank you for choosing Pura Vida SXM Tours B.V. for your adventure on the water. We're excited to provide you with an unforgettable experience, wherever your journey with us takes you. Please review the following waiver carefully and sign to confirm your agreement.

1. Liability Waiver & Acknowledgment of Risk

I, the undersigned participant, understand that there are inherent risks associated with this trip, including but not limited to boating, snorkeling, paddle-boarding, swimming, and related activities. I acknowledge that participating in these activities may result in injury, illness, disability, or death.

I agree to listen to and follow all crew instructions at all times. I understand that equipment may fail unexpectedly, and I accept this risk. I will use reasonable judgment, hold onto rails when moving around the boat, and avoid touching submerged parts of the vessel, as doing so could result in injury. I acknowledge that the propellers on both hulls and the tender are hazardous, and tampering with any part of the boat is dangerous and strictly prohibited.

I understand that all areas of the boat may be slippery, and I will exercise caution when walking or participating in activities. I agree to hold Pura Vida SXM, Pura Vida SXM Tours B.V. and anyone associated with them harmless for any injuries, damages, or incidents resulting from my participation in this trip, including but not limited to equipment failure, environmental conditions, marine life encounters, or my own actions.

The crew reserves the right to prohibit participation if they deem it unsafe for any reason.

2. Allergy Disclaimer

I understand that allergens may be present on the boat, including in the food, drinks, or environment. If I have any serious allergies that could affect my safety or ability to participate, I will notify Pura Vida SXM staff at least 72 hours before the trip to allow for accommodations if possible. I acknowledge that failure to provide sufficient notice may limit the crew's ability to assist me. I accept full responsibility for managing my allergies during the trip and will hold Pura Vida SXM, Pura Vida SXM Tours B.V. and its affiliates harmless for any allergic reactions that may occur.

3. Alcohol Consumption Waiver

I understand that alcohol consumption is permitted during this excursion. I acknowledge that consuming alcohol can impair judgment, coordination, and physical ability, increasing the risk of injury or harm. I agree to drink responsibly and hold Pura Vida SXM, Pura Vida SXM Tours B.V. and anyone associated with them harmless for any injury, illness, or incident that occurs as a result of my alcohol consumption, whether self-inflicted or involving others.

4. Medical Waiver

I certify that I, and any minors under my care, are physically fit and have no known medical conditions that could be aggravated by participation in the activities provided by Pura Vida SXM, Pura Vida SXM Tours B.V.

I understand that water activities can be physically demanding and that participation is undertaken at my own risk.

In the event of a medical emergency, I authorize Pura Vida SXM, Pura Vida SXM Tours B.V. staff or emergency personnel to administer necessary medical treatment and transportation, understanding that I am responsible for any associated costs. I release Pura Vida SXM, Pura Vida SXM Tours B.V. from liability regarding any medical decisions made in good faith during an emergency.

5. Pregnancy Advisory & Liability Acknowledgment

Boat excursions involve movement, waves, and conditions that may not be suitable for pregnant individuals. For safety reasons, it is generally not recommended for pregnant women to participate in this tour. If you choose to join, you must consult with your healthcare provider beforehand. By signing this waiver, I acknowledge that I assume full responsibility for my well-being and that Pura Vida SXM is not liable for any complications, injuries, or discomfort related to pregnancy during this excursion.

6. Media Release Waiver

I hereby grant permission to Pura Vida SXM, Pura Vida SXM Tours B.V. to capture photographs, videos, or other media recordings of me and my group during the activities. I understand that these images or videos may be used for marketing, social media, promotional materials, and the company's website.

I waive any right to inspect or approve the finished product wherein my likeness appears. I understand that no compensation will be provided for the use of these images or recordings. If I do not wish to be photographed or filmed, I will notify a staff member before the tour begins.

Participant Agreement

By signing below, I confirm that I have read, understood, and agreed to the terms outlined in this waiver. I am aware that this is a legal release of liability, medical consent, alcohol consumption risk acknowledgment, allergy disclaimer, and media authorization. I sign this document voluntarily and with full knowledge of its contents.

Printed Name: _____

Signature: _____

Date: _____

If Participant is a Minor (under 18):

Parent/Guardian Name:

Parent/Guardian Signature:

Date: _____

Emergency Contact Name:

Emergency Contact Phone: _____

Staff Use Only

ID Verified | Medical Concerns Noted | Media Opt-Out Requested | Allergy Disclosure Received