



SNORKELING RELEASE & WAIVER

Date: _____ Hotel & Room: _____
Last Name: _____ First name: _____ Date of Birth: _____
Address: _____ City: _____
State/Province: _____ Zip: _____ Country: _____
E-M@il : _____ Check out date: _____

LIABILITY RELEASE FOR SUPERVISION OF SNORKELERS OR PASSENGERS

THIS IS A RELEASE OF YOUR RIGHTS TO ENGAGE IN ANY LEGAL ACTION INVOLVING CARIBBEAN SEA SPORTS N.V. ("CSS"), CURACAO MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V., MARRIOTT INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO AND THEIR AFFILIATES SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ("RELEASEES") FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING THE FORTHCOMING SNORKEL, AND/OR WATERSPORTS ACTIVITY (INCLUDING BOAT TRANSPORTATION) AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SUCH ACTIVITY OR AS A RESULT OF NEGLIGENCE.

(Place your **INITIALS** next to each of the following sections.)

- ____ 1. I am aware of the risks inherent in this sport and accept these risks.
- ____ 2. I affirm that I am in good mental and physical fitness for snorkeling, and that I am not under the influence of alcohol, nor am I under the influence of drugs that are contra indicatory to snorkeling. If I am taking medication, I affirm that I have seen a Physician and have approval to snorkel while under the influence of the medication/drug.
- ____ 3. I will inspect all of my equipment prior to the activity and will notify the "RELEASEES" or its employees if any of my equipment is not working. I will not hold the "RELEASEES" or any of its employees, agents, or assigns responsible for my failure to inspect my equipment prior to snorkeling.
- ____ 4. I acknowledge that I am physically fit to snorkel, and I will not hold the "RELEASEES" or any of its employees, agents, or assigns responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while snorkeling.
- ____ 5. I also understand that snorkeling is a physically strenuous activity and that I will be exerting myself during this excursion, and then if I am injured as result of heart attack, panic, hyperventilation, etc, that I expressly assume the of said injuries and that I will not hold the "RELEASEES" or any of its employees, agents, or assigns responsible for the same.
- ____ 6. I also understand that on this snorkel trip I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of snorkeling in such a remote spot.
- ____ 7. IT IS THE INTENTION OF (**print name**)

BY THIS INSTRUMENT TO EXEMPT CARIBBEAN SEA SPORTS N.V., CURACAO
MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V., MARRIOTT

INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO AND ITS OFFICERS AND EMPLOYEES, AGENTS, AND ASSIGNS AS DEFINE ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

(OVER) 

SNORKELING & PASSENGER RELEASE & WAIVER, continued

EQUIPMENT

I hereby accept the equipment in the condition as is and I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. CARIBBEAN SEA SPORTS N.V. accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of said equipment is at my own risk. I shall return the same in good order and working condition and shall be financially liable for any deviations there from.

RELEASE OF LIABILITY

I understand that scuba diving, snorkeling or other watersports activity (including boat transportation) is at my own risk and I hereby release CARIBBEAN SEA SPORTS N.V., CURACAO MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V., MARRIOTT INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO and its officers and employees, agents, or assigns, and save them harmless from all claims, loss, damage, injury and liability arising from any injury and /or illness sustained by me while engaged in diving, snorkeling or any water sports, caused or occasioned by reason of the perils or dangers of the sea or by reason of the act, omission, negligence, or default of any other diver, divers, snorkeler or snorkelers, person or persons engaged in water sports or as a consequence of illness or disease or disability which renders such person or persons unfit for diving, snorkeling, or any water sports.

This agreement shall be determined according to the laws of Curacao and shall be adjudicated in the courts of Curacao to the exclusion of any other courts.

I FULLY UNDERSTAND THAT I FOREVER GIVE UP ANY RIGHT TO SUE OR MAKE A CLAIM AGAINST THE RELEASEES IF I SUFFER INJURY OR DAMAGE EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THE INJURY OR DAMAGE MAY BE. I HEREBY PERSONALLY ASSUME ALL RISKS WHETHER FORESEEN OR UNFORESEEN IN CONNECTION WITH THE ACTIVITY OR ANY ACTIVITIES INCIDENTAL THERETO, I FULLY UNDERSTAND AND AGREE THAT THESE TERMS ARE CONTRACTUAL AND NOT A MERE RECITATION AND THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT.

I HEREBY ACKNOWLEDEGE THAT I HAVE READ THE WAIVER AND RELEASE, UNDERSTAND THE TERMS AND THEIR LEGAL EFFECT AND MY SIGNING CONSTITUTES RELEASE OF VALUABLE RIGHTS,

Date

Signature of Snorkeler / passenger

**Signature of parent or guardian
(Where Applicable)**

Witness