

Nanea Kai Inc/Liquid Splash Corp. DBA Ocean Sports
Waiver of Claims and Release of Liability

**SIGNATURE REQUIRED TO BOARD VESSEL OR PARTICIPATE IN
ACTIVITY.**

**PLEASE READ CAREFULLY: THIS FORM RELEASES US FROM
LIABILITY.**

The water sports and other boating activities offered by Nanea Kai Inc/Liquid Splash Corp. dba Ocean Sports (hereinafter "Ocean Sports") may expose participants to dangers and risks associated with natural and man-made environments, and I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity (ies). I have informed Ocean Sports of my physical limitations, and I understand Ocean Sports will rely upon the information I provided.

If I am going on a Snorkel Cruise, I acknowledge that I am physically fit to snorkel and I will not hold Ocean Sports responsible if I am injured as a result of medications I'm taking, heart problems, lung problems or other illnesses or medical problems which may occur while snorkeling or while a passenger on any vessel used for a snorkel trip. I agree to inform the captain of the Ocean Sports vessel I am on if it has been more than 2 years since I have snorkeled in Hawaiian waters, or if I have never snorkeled in Hawaiian waters. I will assume responsibility for any photographic equipment I bring aboard the vessel

I understand that boating and snorkeling have inherent risks and dangers, including but not limited to risks associated with perils of the sea, inclement weather and sea conditions and equipment failure and I specifically assume such risks. I further understand that these risks can lead to emotional distress, serious injury, paralysis or even death.

In consideration of being allowed to participate in swimming, snorkeling and boating activities, I hereby release Nanea Kai Inc/Liquid Splash Corp. DBA Ocean Sports, Big Island Motorcycle LLC dba Big Island Motorcycle Company, Waikoloa Land Company, and Waikoloa Beach Marriott Resort (hereinafter "Releasees") and their principals, affiliates, subsidiaries, officers, directors, employees and agents from any and all claims, actions, damages, costs and expenses, including but not limited to, personal injury, property damage, or wrongful death. This includes without limitation, any claims, damages or actions arising or resulting from the ordinary negligence of Releasees. I hereby agree to waive any and all such claims and declare that this Waiver and Release of liability is to be binding upon my heirs, executors, administrators and assigns.

I fully understand that I forever give up any right to sue or make claim against the Releasees if I suffer injury of 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 activities, 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 also agree to defend, indemnify and hold harmless the Releasees from any loss, liability damage or cost they may incur arising out of or related to my/our participation in the activities referenced above.

If any provision of this Waiver of Claims and Release of Liability is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I hereby acknowledge that I have read the Waiver and Release, understand the terms and their legal effects and my signing constitutes release of valuable rights.

If Participant is under age 18, I am Participant's parent or legal guardian and I have read this document and am signing it freely. I understand that I am responsible for the obligations and acts of the Participant as described in this document. I allow the Participant to participate in this activity. I agree to be bound by the terms of this document.

I certify that I and anyone in my party are not displaying signs of COVID-19 and have not been in contact with an individual confirmed with COVID-19 in the past 14 days.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be enforceable, the remaining terms shall be enforceable. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian, or temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.