Voluntary Liability Release and Assumption of Risk

For marine and outdoor adventure experiences with Pacific Adventure Tours

Every guest signs this release before boarding. Please read it, fill in your details and bring it signed to your tour, or send a photo of the signed page by WhatsApp.

1. I understand and agree that neither Pacific Adventure Tours, its owners, organizers or promoters of any tour or activity, nor any of their employees, officers, agents, captains, guides or assigns (the "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me, my family, heirs or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.
2. I understand that this activity may take place at a site that is remote, by time or distance or both, from hospitals or doctors' offices, including open water, mangrove estuaries and the waters around Coiba National Park, Cebaco Island and the Gulf of Montijo. I choose to proceed in spite of the possible absence of a hospital or doctor's office near the experience location.
3. I declare that I am in good mental and physical fitness for outdoor and marine activities, and that I am not under the influence of alcohol or drugs. If I am taking medication, I declare that I have seen a physician and have approval to take part in these activities while taking it.
4. I acknowledge that these activities are generally not recommended for pregnant guests, or for guests with back, hip or spine injuries, chronic pain, recent surgery in these areas, heart conditions, or other conditions that wave motion, sun exposure or physical exertion could aggravate. I confirm that I do not have any such condition, or that I have disclosed it to Pacific Adventure Tours in advance and choose to participate at my own risk.
5. I understand that these activities, including but not limited to sport fishing, snorkeling, island hopping, kayaking, stand-up paddleboarding and boat travel, are physically strenuous, and that if I am injured as a result of heart attack, panic, hyperventilation, seasickness or similar conditions, I assume the risk of those injuries and will not hold the Released Parties responsible.
6. I understand that this tour is an adventure activity that implies risk to my physical and personal well-being. I fully understand the dangers involved and assume responsibility for all risks involved.
7. In consideration of being allowed to participate, I personally assume all risks in connection with this activity for any harm, injury or damage that may happen to me while participating, whether foreseen or unforeseen.
8. I promise to follow all rules and instructions given by Pacific Adventure Tours and its representatives, including all safety measures communicated before and during the tour, and I release Pacific Adventure Tours and its representatives from all responsibility for any harm or injury suffered as a result of not following them.
9. I hold harmless Pacific Adventure Tours and the Released Parties from any claim or lawsuit for personal injury, property damage or wrongful death, by me, my family, estate, heirs or assigns, arising out of my participation in this activity, including claims arising during the activity or after it ends.
10. I declare that I am of lawful age and legally competent to sign this release, or that I have obtained the written consent of my parent or legal guardian.
11. I understand that these terms are contractual and not a mere recital, that this is a legally binding document, and that I sign it of my own free will.
12. I assume the same responsibility described above for any minors or dependents traveling under my care and included in this booking.

By signing this document, I release Pacific Adventure Tours, its organizers, promoters and all related parties as defined above from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, whether passive or active. I have read this Liability Release and Assumption of Risk in full before signing it, on behalf of myself and my heirs.

Participant's signature _____ **Date (day-month-year)** _____

Printed name _____ **Passport number** _____

Emergency contact name and phone _____ **Tour and tour date** _____

Minors under my care included in this booking (name and age) _____