



## Welcome and Thank you for Choosing Eleuthera Adventure Tours!

Our mission is to provide quality equipment, safe experiences and a world class eco-tourism location for you to have a fantastic experience with us! We look to provide you with opportunities to explore the natural beauty of South Eleuthera whether you are swimming with the pigs, snorkeling Schooners Cay, jumping in one of our many blue holes, paddling with turtles, exploring the cave systems, or relaxing with a cold beverage at our Tiki location at Frigates Restaurant and Grill in Rock Sound. The day's activities will flow with the tides & be determined by nature, weather, and wind to ensure you the best trip plan possible. To be prepared to enjoy the adventures and explorations of the caves, islands & beaches that surround us...

### Please Bring the following:

- . Sunglasses w/retainer strap, Brimmed Hat
- . Long-sleeved Rashguard or Long-sleeved Shirt if you burn easy
- . Bathing Suit/Board Shorts and Towel if going on any water tours or rentals
- . Shoes that can get wet (Water shoes, or Sandals with Backs such as Tevas are perfect)
- . Refillable Water Bottle / Sports Bottle
- . Sunscreen
- . Dry Change of Clothes if you plan on getting wet

### Please be careful bringing:

- . Cell Phones
- . Other items or electronics that may be distracting or can be damaged if they submerge in water

### Please do not participate if:

- If you are taking any medication that may affect balance or endurance
- Have high blood pressure or other physical ailments

Please send the following back by email or bring with (we will have more if you cannot fill out electronically)

- **Signed Waiver (attached)**

See you soon!

Sharon

More information below

### DIRECTIONS- From Governors Harbour

Heading South on Queens Highway – go past Rock Sound Airport and keep going south for approximately 2 miles, We will be a less than a minute past Bank of Bahamas and Market Place on the right hand side in Frigates Restaurant and Grill, sign will be out front. Please pull in and meet us at the Tiki.



If you are renting paddle boards, kayaks, bikes, or you are on the Turtle Tour or the Blue Hole Tour please meet at Frigates Restaurant and Grill in Rock Sound 15 minutes before your reservation time. All boat tour locations are determined by the wind and tides two days before your departure. We will send an email with the location and map of where you will meet your guide, we assure you we do this with your experience in mind. The wind and tides determine where we take our guest's with your safety and optimal trip plan in mind. Likewise, if we must cancel a tour due to weather, a refund will be given. Often this will not be determined until departure time. Guests who do not show for a rental or tour will not be given a refund. All other cancelations must be made within 30 days of departure to receive a refund. Considerable resources, time, and staffing go into our tours and rentals especially with the staffing of equipment and staff being in the Out Islands. We appreciate your business, should you have any questions please contact us. We look forward to getting you out in Eleuthera!

Thank you,  
Sharon French  
Manager  
Eleuthera Adventure Tours  
242-470-8212 BH  
561-316-7988 US  
info@eleutheraadventuretours.com

## **ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE**

IN CONSIDERATION of being allowed to participate in the tour/activity (the "Tour") provided by **ELEUTHERA ADVENTURE TOURS LTD.** (EAT- the "Operator"), I hereby enter into this Acknowledgement of Risks and Liability Waiver and Release (the "Release") with the Operator, for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives and assigns:

### Paragraph 1- ACKNOWLEDGEMENT OF RISKS

I fully acknowledge and accept that the Tour involves certain inherent risks, which may include, without limitation the following: (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) the loss of any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazards which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of insects and marine life forms; (5) equipment failure or operator error; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; and (8) death and personal injury.

I confirm that I have been trained in the safe use of the type of equipment, if any, used in this Tour to my complete satisfaction, and that I am physically/mentally able to participate in the Tour.

### EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I assume and accept full responsibility for all risks of the Tour, whether identified above or not, including without limitation for any bodily injury, accident, illness, paralysis, death, damage or loss of personal property and any expenses thereof as a result of any act, omission or incident which may occur while I participate in the Tour. My/our participation in the Tour is completely voluntary.

I HEREBY RELEASE, INDEMNIFY AND WILL ALL TIMES HEREAFTER INDEMNIFY AND HOLD HARMLESS, THE OPERATOR, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND /OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY THE TOUR IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY (TOGETHER THE "RELEASEES"), FROM ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES OR LIABILITY OF ANY NATURE OR BY ANY PERSON, INCLUDING WITHOUT LIMITATION FOR ANY INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH MY/OUR PARTICIPATION IN THE TOUR, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES, OR ANY OTHER PERSON (INCLUDING MYSELF).

I understand if I have purchased a boat tour and that these tours are contracted out to private contractors who may or may not have liability insurance. By signing this Release I am waiving any legal rights or claims against EAT should any situations occur in Paragraph 1 with the private contractor. Furthermore I agree that it is my responsibility to find out if the private contractors are insured and I assume all risks involved in participating with the private contractor including but not limited to Paragraph 1.

I have read this Release and fully understood its terms. I further understand that by signing this Release I am waiving valuable legal rights including any and all rights that I may have against the Releasees.

If any provision of this Release is held to be illegal, invalid or unenforceable under any present or future law, (i) such provision will be fully severable, (ii) this Release will be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part hereof, and (iii) the remaining provisions of this Release will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

This Release shall be governed by the laws of the Commonwealth of The Bahamas. Any legal action, claim or dispute relating to or arising out of this Release shall be commenced exclusively in the Courts of the said Commonwealth and I hereby submit to the exclusive jurisdiction of those Courts.

Participant's Name: \_\_\_\_\_ Participant's age: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ L.S. 

If participant is under 18 years:

Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ L.S. 