

VISITOR’S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Yankee Freedom III, LLC their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as (“Yankee Freedom”) I agree as follows:

Although Yankee Freedom has taken reasonable steps to provide me with appropriate equipment so I can enjoy an activity for which I may not be skilled, Yankee Freedom has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Yankee Freedom does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

The risks involved in snorkeling or swimming include but are not limited to equipment failure, perils of the sea, harm caused by marine creatures (including stings and bites), injury while entering and exiting the water or due to acts of fellow participants other activities occurring on the docks, beaches, and grounds of the Park, ingestion or inhalation of seawater, drowning, and death.

I am aware that swimming and snorkeling entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Yankee Freedom has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Print Name

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date

Print Name