

CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

In consideration of being allowed to participate in the events, activities, and tours provided by **MAG BAY EXPEDITIONS S. DE R. L. DE C. V.** for myself and/or any minor children for whom I am legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all the risks of been transported to and from the excursion and participating in the previously mentioned expedition, to which I am about to engage may include (1) wind shear, inclement weather, lightning, variances, and extremes of wind, weather, and temperature; (2) 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, operator error, transportation accidents; (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; (8) food poisoning or any illness.

I specifically acknowledge I have been given instructions/training in the safe use of the type of equipment used in this activity/tour to my complete satisfaction, and I am physically/mentally able to participate in the activity/tour which I am about to engage.

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of this activity/tour to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASES NAME BELOW) My/Our participation in this activity is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property, and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASES NAMED BELLOW. In addition, for **TOURS INVOLVING SNORKELING AND/OR FREEDIVING ONLY, I acknowledge that medical restrictions apply on this tour including that children under the age of 8, Pregnant Women, and Guests with Medical Conditions such as Recent Surgery, Diabetes, Past, and Current Cardiac Conditions, Respiratory and Lung Conditions such as Epilepsy and Asthma, High Blood Pressure, Back or Neck Injuries, and Guests taking any medication that might impair regular movements and body activity such as antidepressants, beta-blockers, lithium and base vein constrictors WE DO NOT RECOMMEND TO PARTICIPATE ON THIS ACTIVITY, AND IT WILL BE AT YOUR OWN RISK. In addition, Guests who participate in snorkeling and/or freediving should be physically healthy, know how to swim, and be self-sufficient. This tour is not handicap accessible and the snorkel site may change due to adverse weather conditions. SNORKELING/FREEDIVING CAN BE A STRENUOUS ACTIVITY, PLEASE CONSIDERED IT BEFORE PARTICIPATING.**

I acknowledge when an excursion includes the service of alcoholic beverages (e.g. open bar or unlimited service or tastings) this must be done responsibly. The consumption by or supply of alcohol to persons under the applicable minimum drinking age must be strictly prohibited. **The minimum drinking age is 18 unless local regulations require you to be older.** MAG BAY EXPEDITIONS S. DE R. L. DE C.V. can request an ID to verify the age of our guests. I'm aware that the supply of alcohol to persons who appear to be intoxicated is not permitted. The Operator's staff is responsible to stop serving alcohol to anyone; Operator's staff is responsible to stop serving drinks to any passenger who is under excessive consumption of alcohol, endangering the passenger or to some other guest. **No alcoholic beverage can be served before any portion of a tour that involves passengers operating any vehicle/machinery, activity-based and/or water-oriented activities (such as snorkeling, SCUBA diving, freediving or swimming, kayaking, paddleboarding, etc.).**

I expressly acknowledge the Tour Operator to take pictures during the excursions and post them on Social Media Networks such as Facebook or Instagram, when this one does not affect my privacy or compromise my moral integrity.

I HEREBY RELEASE MAG BAY EXPEDITIONS S. DE R.L. DE C.V. THEIR AFFILIATED AND RELATED AND COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEAD) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I have read this assumption and acknowledgment of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THIS ACTIVITY/TOUR TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

This Agreement shall be governed by the laws of **The United Mexican States** Any legal action relating to or arising out of this Agreement against or with respect to **MAG BAY EXPEDITIONS S. DE R.L. DE C.V.** shall be commenced exclusively in **The United Mexican States** Any legal action relating to or arising out of this Agreement against or with respect to any of it **MAG BAY EXPEDITIONS S. DE R.L. DE C.V.** I affiliated or related companies shall be **commenced exclusively in the competent court of The United Mexican States.**