

# Hardanger Fjordsafari AS

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I UNDERSTAND THAT THERE ARE CERTAIN RISK INVOLVED WITH PARTICIPATING WITH HARDANGER FJORDSAFARI'S ACTIVITIES, INCLUDING BUT NOT LIMITED TO EQUIPMENT FAILURE, PERILS OF THE SEA, ACTS OF OTHER PARTICIPANTS, AND ADVERSE SEA AND WEATHER CONDITIONS, AND I HEREBY ASSUME SUCH RISKS. I UNDERSTAND THAT I HAVE DUTY TO EXERCICE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

I ASSERT THAT I AM PHYSICALLY FIT TO RIDE ON A BOAT AND I WILL NOT HOLD HARDANGER FJORDSAFARI, AND/OR THEIR OWNERS OR THEIR EMPLOYEES, AGENTS OR OTHER ASSOCIATED PERSONNEL RESPONSIBLE IF I AM INJURED AS A RESULT OF ANY PROBLEMS (MEDICAL, ACCIDENTAL OR OTHERWISE) WHICH OCCUR WHILE PARTICIPATING IN THE TRIP ARRANGED BY HARDANGER FJORDSAFARI.

I FULLY UNDERSTAND THAT THE VESSELS OPERATED BY HARDANGER FJORDSAFARI HAS LIMITED MEDICAL FACILITIES AND THAT IN THE EVENT OF ILLNESS OR INJURY, APPROPRIATE CARE MUST BE SUMMONED BY RADIO AND TREATMENT WILL BE DELAYED UNTIL I CAN BE TRANSPORTED TO A PROPER MEDICAL FACILITY. I AGREE IN ADVANCE TO THESE CONDITIONS.

HARDANGER FJORDSAFARI HAS MADE NO REPRESENTATIONS TO ME, IMPLIED OR OTHERWISE, THAT THEY OR THEIR CREW CAN OR WILL PERFORM SAFE RESCUES OR RENDER FIRST AID. IN THE EVENT I SHOW SIGNS OF DISTRESS OR CALL FOR AID, I WOULD LIKE ASSISTANCE AND WILL NOT HOLD HARDANGER FJORDSAFARI, THEIR CREW OR PASSENGERS RESPONSIBLE FOR THEIR ACTIONS IN ATTEMPTING THE PERFORMANCE OR RESCUE OF FIRST AID.

I AGREE TO FOREVER DISCHARGE AND RELEASE HARDANGER FJORDSAFARI, ITS EMPLOYEES AND AGENTS AND AFFILIATES, FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY AND ALL INJURIES OR DAMAGES. I AGREE NOT TO MAKE A CLAIM AGAINST OR SUE ANY OF THE ABOVE PARTIES FOR INJURIES OR DAMAGES WHETHER THEY ARISE OR RESULT FROM ANY NEGLIGENCE OR OTHER LIABILITY, EVEN IN CASES OF GROSS NEGLIGENCE. I FURTHER SPECIFICALLY AGREE, ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY AND ALL CAUSES OF ACTION ARISING AS A CONSEQUENCE OF ANY INCIDENTS WHICH MIGHT OCCUR AS A CONSEQUENCE OF MY PARTICIPATION IN ANY ACTIVITIES WITH OR INVOLVING THE RELEASED PARTIES.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT FROM THE DATE OF MY SIGNATURE AND FOREVER IN THE FUTURE.

DATE OF SIGNATURE (THIS RELEASE IS NOT INTENDED TO EXPIRE):

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT

NAME: \_\_\_\_\_

CHILDREN'S

NAMES: \_\_\_\_\_

(LEGAL GUARDIAN OR

PARENT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_