



ADVENTURES ABOUND

Agreement, Waiver, Release & Discharge of Liability

I hereby WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR PERSONAL INJURY, ILLNESS, SICKNESS, PAIN, SUFFERING, DEATH AND OTHER FORMS OF ECONOMIC AND NON-ECONOMIC DAMAGES AND LOSSES that I have experienced and/or might experience in the future (whether known, unknown, anticipated, unanticipated) as a result of my riding in, riding on, operating, utilizing and/or in any manner arising out of my use of or participation in or performing any activities that involve property ("The Property") that is owned by, licensed by, rented by, leased by, and/or otherwise made available to me by Adventures Abound at Portofino Island, LLC and Adventures on Portofino One, LLC, including but not limited to the *parasail, boats/vessels, PWCs, inflatable water park equipment, kayaks, paddle boards, boogie boards, surf boards, beach games, scoot coupes, trike scooters, low speed vehicles (golf carts & mokes), sailing equipment, beach chairs and umbrellas, swimming equipment, bicycles (baby carriage & pull behind cart), electric bicycles.*

THIS WAIVER, RELEASE AND DISCHARGE APPLIES EVEN THOUGH MY CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISE OUT OF NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, WANTONNESS, AND/OR OTHER FORMS OF ACTION OR INACTION on the part of the owners, lessors, operators, users, captains, mates and/or marketers of "The Property" and/or on the part of the employers, employees, volunteers, agents, officers, directors, principals, members, shareholders, parent companies, subsidiaries and divisions.

I acknowledge and understand that there are significant elements of risk in the activities I wish to participate and that serious injuries, illness and/or death occasionally occur to passengers, operators, spectators and users of "The Property". Nevertheless, I AGREE TO ASSUME ALL RISKS (WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED) AND TO RELEASE *Adventures Abound at Portofino Island, LLC and Adventures on Portofino One, LLC* and the owners, lessors, operators, captains, mates and marketers of "The Property" and any of the employers, employees, volunteers, agents, principals, officers, directors, members, shareholders, parent companies, subsidiaries, divisions, successors and assigns of these owners, lessors, operators, users, captains, mates and/or marketers; who, through negligence, gross negligence, reckless conduct, wanton conduct and/or other actions or inactions might otherwise be liable to me.

I verify that I am physically fit, not under the influence of alcohol or drugs, and sufficiently qualified, trained and capable to participate in the activities. While participating in and/or engaging in water activities, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket). While riding bicycles, if of the age of 15 years or younger, I agree to wear protective headwear (helmet). Renters of all ages riding scooters or trikes, I agree to wear protective headwear (helmet) at all times. While riding the golf carts or scoot coupes, I agree to wear a seat belt at all times.

It is understood and agreed that this waiver, release, and discharge is binding on me, my heirs, executors, administrators, legal representatives, assigns and next of kin.

This Agreement, Waiver, Release and Discharge is to be governed by Florida state law. It is understood and agreed that this Agreement, Waiver, Release and Discharge is INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED PURSUANT TO FLORIDA STATE LAW, and that if any portion of this Waiver, Release and Discharge is ruled invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision hereof.

I understand that by signing this document I am expressing my intention to waive valuable legal rights that I now possess or might possess DURING MY ENTIRE STAY AT PORTOFINO ISLAND RESORT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, RELEASE, WAIVER and DISCHARGE OF LIABILITY, and further agree that no oral representations, statements or inducements apart from this written agreement have been made.

I understand that there are no refunds due to inclement weather.

_____	_____	_____	_____
PARTICIPANT SIGNATURE	PARTICIPANT PRINTED NAME	CHECK-IN	CHECK-OUT

If participant is a minor:

_____	_____	_____	_____
GUARDIAN SIGNATURE	GUARDIAN PRINTED NAME	CHECK-IN	CHECK-OUT
<i>On behalf of guardian individually, and on behalf of participating minors.</i>			

PARTICIPATING MINORS: _____
(PRINTED NAMES)

PACKAGE TYPE: _____	NUMBER & COLOR OF BANDS ISSUED: _____
GUEST ROOM #: _____	CONTACT NUMBER: _____
FOLIO #: _____	