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Albatros Expeditions Kayak waiver and Release

In consideration of Albatros Expeditions, and its sub charter clients, furnishing services and/or equipment to enable me to participate in the sport of SEA KAYAKING, I agree as follows:

English is the primary language in this activity and if you do not comprehend the English language, you will not be accepted, unless they have a suitable translator approved by the Kayak guide and they agree to only be in the front of a double.

I agree that I have ability to swim.

The guide(s) first priority is to ensure the kayaker can safely participate in this activity. The management will support decisions by the guide to refuse a kayaker to participate in the activity regardless of the fact they have paid. In contiguity to their size, mobility and experience.

I have knowledge and the ability to perform the basic sea kayaking strokes, entries, exits, including a "wet exit". However, this does not require the performance of a "roll". I acknowledge that the guide's first priority is to ensure the kayaker can safely participate in this activity. I acknowledge that the Expedition Leader and Master will support decisions by the guide to refuse a kayaker to participate in the activity regardless of the fact they have paid.

I have read the document entitled "Kayaking in Antarctica with Albatros Expeditions." I will attend all onboard briefings including, but not limited to the kayak program operations and procedures, clothing layering systems for kayaking in polar regions, and site briefings, which will clearly address the sitespecific issues of environmental and passenger safety.





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I fully understand and acknowledge that outdoor recreational activities have:

(A) inherent risks, dangers and hazards and such exists in my use of SEA KAYAKING equipment and my participation in SEA KAYAKING activities;

(B) my participation in such activities and/or use of such equipment may result in ailments that could cause serious disability;

(C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to Albatros Expeditions, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature; such as, exposure to sun, cold, heat, wind, hail, lightning, and other phenomena; activities may take place in remote places significantly delaying emergency medical care and evacuation or other causes. Risk and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge weather, route location, tides, and water conditions; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, roots, and other hazards; the watercraft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft, wind, risks of falling out of or drowning while in a kayak, and other such risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment;

(D) further, by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether cause in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Albatros Expeditions, or by any other person.

I on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Albatros Expeditions and their owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking or my participation in SEA KAYAKING activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of Albatros Expeditions.

I agree that any photographs or footage of me/us, as participants, and by a staff of Albatros Expeditions will be the property of Albatros Expeditions and may be used for promotional or commercial purposes.





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I certify, that my pre-voyage medical assessment allows me to participate in the kayaking activities and that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I am willing to assume the risk of any medical or physical condition I may have.

I agree that the doctor or the kayak guide has the right to take a participant out of the excursion if it is deemed necessary.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

This Agreement and all matters arising out of it shall be construed and governed according to Danish law. The parties agree that any dispute(s) they may have will be exclusively dealt with by the courts of law of Denmark with the court of Copenhagen as primary court.

I HAVE READ PRE-DEPARTURE INFORMATION AND AGREE TO THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE.

IT IS MY INTENTION TO EXEMPT AND RELIEVE ALBATROS EXPEDITIONS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY OTHER CAUSE.

IN ADDITION TO THIS WAIVER AND RELEASE, I HAVE READ AND FULLY UNDERSTAND ANY POSTED OR VERBAL SAFETY GUIDELINES.

Please fill in your name in capital letters (required):

Please fill in your address:

Please fill in your email:

Your signature and date (required):

