



**BASSAC**  
River Retreat

Tàu / boat: \_\_\_\_\_

Crew member: \_\_\_\_\_

Position: \_\_\_\_\_

Group name/ID: \_\_\_\_\_

Passenger: \_\_\_\_\_

Date and time : \_\_\_/\_\_\_/\_\_\_, \_\_\_:\_\_\_

## Waiver and Release of Liability / Nautical Activities

### Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

To: Công ty TNHH Xuyên Mêkong, 144 Hai Bà Trưng, P. Tân An, Q. Ninh Kiều, TP. Cần Thơ, Việt Nam, owner and operator of the Bassac. cf.[SOP](#).

I represent the party named ..... (... passengers), here-under Our Party, for which I am responsible. and we wish to swim from the board of the Bassac (Nautical Activity/ies).

I recognize and fully understand, among other things, that:

- The river is a public navigable area and open to traffic, which involves risks;
- Accessing, leaving the board and moving on board when wet involve risks;
- Any Nautical Activity involves risks, be it supervised or not;

I commit that Our Party shall at all times follow the guidance and instructions of the boat's crew, including any injunction to stop the Nautical Activity.

I hereby agree to the conditions below. I fully intend and choose to give up the legal rights stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Bassac, its directors, officers, employees, agents, or representatives (hereinafter referred to as the "Releasees") relating to Our Party's Nautical Activities;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with our Nautical Activities to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from our Nautical Activities;
4. That I am over the age of 18 and that I am responsible and will adhere to all the rules on board and off board;
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by signing this document, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

Signed: ..... Print: ..... Date: .....

Date of Birth: .....