

Assumption of Risk and Complete Risk of Liability

Location: Sandy Toes, Rose Island, Bahamas

Includes all activities, boat rides, and time while on the Sandy Toes Excursion, special event or group function.

Jurisdiction: The Commonwealth of The Bahamas

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE SOLDIER CRAB LTD. T/A SANDY TOES, HERMIT CRAB LIMITED T/A ROSE ISLAND CRUISES, SEAHORSE SAILING, PARADISE OCEAN SPORTS LTD, SEWS INVESTMENTS, ROBINSON CRUSOE LIMITED OR ANY OTHER RELATED COMPANIES OR PARTNERSHIPS, THEIR OWNERS, EMPLOYEES, AGENTS, ASSOCIATED PERSONNEL AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I understand that there are inherent risks involved with a private island destination, including but not limited to equipment failure, perils of the sea, harm caused by creatures (including bites), acts of fellow participants, boarding or disembarking boats, entering and exiting the water, walking around the island, climbing and descending stairs and all other activities and I HEREBY ASSUME ALL SUCH RISKS.
2. I understand that I have a duty to exercise reasonable care for my own safety and I agree to do so.
3. I assert that I am physically fit to walk, maneuver island terrain, snorkel and partake in any other activity and will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while snorkeling or otherwise participating in the trip.
4. I understand that all access watersports are based on inventory and availability. I understand and agree that if watersports gear is not returned I will be charged a \$50.00 fee to the credit card voluntarily provided to Sandy Toes on file for the booking.
5. If I become distressed at any time I will ask for assistance.
6. I understand that flotation devices are available upon request for all individuals who want to go in the water and that all individuals who will be snorkeling will be provided with a flotation device. I agree to always use a flotation device while in the water if I have requested one or if it has been provided to me to use while snorkeling. If I remove it I understand that I am violating safety rules and procedures and assume all risk. I agree and understand that I should remove and secure all jewelry, accessories, etc. while in the water. I also understand that if I am a female and am experiencing my menstrual cycle that this could increase my exposure to predators while I am in the water.
7. I understand that there are limited medical resources aboard the vessels and on the island and that in the event of an illness or injury, appropriate medical help will have to be called for by radio and response time could be delayed. I agree to these conditions.
8. The Released Parties have made no representation 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 the Released Parties, their crew and staff or other guests responsible for their actions in attempting the performance of rescue or first aid.
9. I acknowledge that Sandy Toes, Rose Island is not responsible for any lost or stolen items.
10. I grant permission for Sandy Toes to create and capture Audio Visual and Literary works including production of videos, photographs, films, and/or recordings of and from my appearance (the "content") by any method of recording.
11. It is my intention by this instrument to give up my right to sue/bring legal action against all persons or entities referred to herein, whether specifically named or not, and it is also my intention to exempt and release all Released Parties and to hold these entities harmless from any and all liability for personal injury, property damage or wrongful death caused by negligence or gross negligence and I assume all risk in connection with all activities of this trip, including but not limited to the maintenance of the equipment or organization of this activity.
12. I have carefully read this document in its entirety, fully understand its contents, and agree to the terms and conditions set out herein on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are no warranties expressed or implied, which extend beyond the terms of this document. This is a complete release of liability and a legally binding contract.
13. I acknowledge that this agreement is made and entered into in The Commonwealth of The Bahamas and agree that it shall in all aspects be interpreted, enforced and governed by the laws of The Commonwealth of The Bahamas.
14. I agree that the Courts of The Commonwealth of The Bahamas shall have exclusive jurisdiction to determine any dispute in relation to this document as well as any disputes or issues arising while I am on the Sandy Toes excursion including the boat rides.

I have had an opportunity to review this agreement and am aware that it is a full release of liability and a contract between myself and the Released Parties. I sign it of my own free will and confirm that I have had a reasonable amount of time to consider its effect. I agree to be bound by it, from the date of my signature, forever into the future:

Signature of Participant

Date

Print Name

(Guests Under 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement of participation in these programs as provided above even if arising from the negligence of the released parties to the fullest extent permitted by law.

Signature of Parent or Guardian

Date

Print Name of Parent or Guardian