

**VOLUNTARY ASSUMPTION OF RISK AND  
RELEASE/WAIVER OF LIABILITY**

I \_\_\_\_\_ (print name) ON MY OWN BEHALF AND ON BEHALF OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER ME, INCLUDING BUT NOT LIMITED TO MY HEIR(S), ADMINISTRATOR(S), REPRESENTATIVE(S), EXECUTOR(S), SUCCESSOR(S) AND ASSISGN(S)

HEREBY **CONFIRM MY VOLUNTARY ASSUMPTION OF THE RISKS** ASSOCIATED WITH MY STAY AT "THE RETREAT" VILLA ON ROSE ISLAND, BAHAMAS ("*THE TRIP*") AND ANY AND ALL ACTIVITIES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO SWIMMING, SNORKELING, TRANSPORT TO AND FROM ROSE ISLAND, BAHAMAS AND THOSE LISTED IN PARAGRAPH 1 BELOW

\_\_\_\_\_  
Signature

AND HEREBY **UNCONDITIONALLY AND IRREVOCABLY FOREVER RELEASE, WAIVE, INDEMNIFY, DISCHARGE AND HOLD HARMLESS** SOLDIER CRAB LIMITED T/A SANDY TOES, HERMIT CRAB LTD. T/A ROSE ISLAND CRUISES, SEAHORSE SAILING, PARADISE OCEAN SPORTS LTD., SEWS INVESTMENTS LIMITED, ROBINSON CRUSOE LIMITED ("*THE PARTIES*") AS WELL AS ANY COMPANY OF WHICH ANY OF THE PARTIES IS A SUBSIDIARY AND ALSO ANY COMPANIES, PARTNERSHIPS, SUBSIDIARIES AND AFFILIATES RELATED TO THE PARTIES ("*THE RELATED PARTIES*") ALONG WITH EACH AND EVERY ONE OF THE OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS (LEGAL AND BENEFICIAL), EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSOCIATED PERSONNEL OF THE PARTIES AND THE RELATED PARTIES (COLLECTIVELY REFERRED TO ALONG WITH THE PARTIES AND THE RELATED PARTIES AS "*THE RELEASED PARTIES*") FROM

- i) **ANY AND ALL LIABILITY WHATSOEVER AND**
- ii) **ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION (INCLUDING THOSE RELATED TO EXPRESS OR IMPLIED CONTRACTS AND/OR COVENANTS) THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES**

RESULTING FROM **ANY PERSONAL INJURY (INCLUDING DEATH), PERSONAL PROPERTY DAMAGE OR LOSS OR OTHER DAMAGE OF ANY KIND WHATSOEVER** SUFFERED BY ME IN CONNECTION WITH ANY ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE AND MISREPRESENTATION, **ASSOCIATED WITH THE TRIP AND ANY AND ALL ACTIVITIES ASSOCIATED THEREWITH** INCLUDING BUT NOT LIMITED TO SWIMMING, SNORKELING AND TRANSPORT TO AND FROM ROSE ISLAND, BAHAMAS.

\_\_\_\_\_  
Signature

FURTHER, I hereby confirm and agree the following:

1. I understand that there are inherent risks involved with the Trip including but not limited to equipment failure (both on island and on boat), limited access to medical supplies and/or assistance, perils of the sea, adverse sea and weather conditions, drowning, harm caused by sea and land creatures (including bites), potentially dangerous vegetation (including poison wood, poison ivy, falling tree branches and falling coconuts), acts of fellow participants, boarding or disembarking boats, walking on boat decks which may be wet and/or slippery, entering and exiting the water (whether by beach, stairs or otherwise), walking around the island where the ground may be uneven and/or wet and/or slippery, climbing and descending stairs which may be uneven and/or wet and/or slippery and which may not have hand rails, walking on docks which may be uneven and/or wet and/or slippery.
2. I am aware that during the Trip I may not have immediate access to a boat and that there may be times when nobody else is on the island. In the event of an emergency, I understand that this may significantly delay accessing medical or any other necessary assistance.
3. I am aware that participating in activities on the Trip, including but not limited to snorkeling and swimming, involves risk. I understand that the Released Parties may not be able to predict whether any area (on land or in the water) is safe at any given point in time.
4. I understand that I have a duty to exercise reasonable care for my own safety and the safety of others on the Trip and I agree to do so. I agree that I will i) remain seated during all boat voyages, ii) not over consume alcohol and iii) not participate in any water activities, including but not limited to swimming and snorkeling, in the event my faculties are impaired. I further agree that I will not enter the water in any capacity if I do not know how to swim.
5. I am physically fit and able to i) walk without assistance, ii) maneuver island terrain (which may be uneven or slippery), iii) swim (if I choose to do so), iv) snorkel (if I choose to do so) and v) partake in any other activity I choose to participate in.
6. I understand that all watersports are based on inventory and availability. I understand and agree that if watersports gear is not returned in the same condition in which it was provided to me I will be charged a \$50.00 fee which may be charged on the credit card provided in connection with my booking.
7. 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 risk with respect to predators while I am in the water.

8. 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. I agree and acknowledge that should any medical assistance be rendered to me that I shall be financially responsible for the cost of such care.
9. The Released Parties have made no representation to me implied or otherwise that they can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid and assistance is provided I confirm that I will not hold the individuals who provide the assistance (whether they are one of the Released Parties, another participant on the excursion or otherwise) liable for any acts or omissions in connection with their attempts to assist me.
10. I agree to observe and obey all rules and warnings whether posted in writing or issued orally, and further agree to follow any and all instructions or directions given by any of the Released Parties.
11. I acknowledge that the Released Parties are not responsible for any lost or stolen items. I further acknowledge that I am solely responsible for the security of my personal belongings.
12. I grant permission for the Released Parties to create and capture audio visual and literary works including but not limited to the production of videos, photographs, films and/or recordings of and from my appearance by any method of recording.
13. I understand and agree that the Released Parties have not made any oral or written representations or statements with respect to the safety of any water sports or any other activity.
14. This agreement (which includes the Voluntary Assumption of Risk and Release/Waiver of Liability detailed on pages 1 and 2) ("*this Agreement*") is made and entered into in the Commonwealth of The Bahamas and shall in all aspects be interpreted, enforced and governed exclusively by the laws of the Commonwealth of The Bahamas.
15. The Courts of the Commonwealth of The Bahamas shall have exclusive jurisdiction to determine any and all disputes or issues in relation to this Agreement as well as any and all disputes or issues arising from the Trip and any and all activities associated therewith including but not limited to swimming, snorkeling and transport. I shall voluntarily submit to the Courts of The Commonwealth of The Bahamas in the event any action is commenced in connection with this Agreement and/or any dispute or issue arising from the Trip and any and all activities associated therewith including but not limited to swimming, snorkeling and transport. I acknowledge and agree that commencing an action against any of the Released Parties in any jurisdiction other than the Commonwealth of The Bahamas in connection with the matters governed by this Agreement will be a breach of this Agreement.
16. If any term or provision or portion of a term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, the remaining terms and provisions of this document shall remain unimpaired and retain full force and effect.
17. This document constitutes the final and entire agreement between myself and the Released Parties in respect of the matters set out herein. There are no warranties expressed or implied, which extend beyond the terms of this Agreement.
18. **I have had an opportunity to review this Agreement in its entirety. I confirm that I have carefully read this Agreement in its entirety. I fully understand its contents, acknowledge that it is a valid legally binding contract and agree to the terms and conditions set out herein on behalf of myself, my heirs, next of kin, executors, successors, administrators, assigns and representatives. I sign this Agreement 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

\_\_\_\_\_  
Date

#### **Guests Under 18**

This is to certify that I \_\_\_\_\_ (print name of parent/guardian), as the parent/guardian with legal responsibility for \_\_\_\_\_ (print name of minor) ("*the Minor*"), consent and agree to all of the terms and conditions in this Agreement for and on behalf of the Minor.

I further agree and acknowledge that in the event of any injury to the Minor I give the Released Parties permission to arrange for all necessary medical treatment for which I shall be financially responsible.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **Emergency Contact**

In the unlikely event of an emergency, please provide us with the name and telephone number of the person we should contact.

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_