



Toll Free: (800) 435-3145 • Local: (501) 532-2414
PO Box 133, Dangriga, Belize

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY

Initial _____

PLEASE PRINT CLEARLY

| | | | |
|--------------|------------------------------|----------------------|---------|
| Full Name | Age | Telephone | Email |
| Home Address | City District/Province/State | Postal Code/Zip Code | Country |
| Passport # | Place of Issue | Date of Issue | |

TO: THATCH CAYE RESORT COMPANY LIMITED (herein referred to as "the Operator") DEFINITION

In this agreement the term "Activities" shall include all activities in any way related to services provided by the Operator, but not limited to, orientation and instructional sessions, transportation and or travel to and from the Resort, loading and unloading of vehicles and water craft, outdoor activities, travels, tours, natural disasters, forces of nature, isolation from assistance, evacuation difficulties, equipment failure, human error and accidents involving injury or death.

ACKNOWLEDGMENT – TRAVEL SAFETY

I acknowledge that I have been advised that participation in outdoor activities and travels in outdoor environments may present risk to life and limb. I am aware that the physical exertion required of outdoor travel and activities and the forces exerted on the body can activate or aggravate preexisting physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with activities entered into during my time at Thatch Caye Resort.

Disabilities:

Please note that you will be arriving by boat and all of the units on-island sit high. They are only accessible by stairs. Notify your reservations specialist if have any disabilities that might hinder your ability to walk upstairs and get on and off the arrival and departure boat in advance of your stay.

ASSUMPTIONS OF RISKS

I am aware that outdoor activities involves many risks, dangers and hazards including, but not being limited to negligence of other visitors and NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATOR agreeing to my participation in Resort Activities and permitting my use of its equipment, vehicles, parking and other Resort facilities, and for other good and valuable consideration, the recipient and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (all of whom are hereinafter referred to as "the RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in Resort Activities, DUE TO ANY CASUE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF OUTDOOR ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property or personal injury to any third party resulting from my participation in Outdoor Activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. The Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Belize and no other jurisdictions; and
5. Any litigation involving the parties to the Agreement shall be brought solely within Belize and shall be within the exclusive jurisdiction of the Courts of Belize.

In entering the Agreement, I am not relying on any oral or written representations, statements made by the Releasees with respect to the safety of Outdoor or Resort Activities, other than what is set forth in the Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

Signed this _____ day of _____ 20____ . Signature of the Participant _____

Witness _____

Print name clearly _____
Signature of Guardian Witness (for participants under 19 years of age)