



ISLAND TOURS CONNECTIONS LTD.

Voluntary Assumption of Risk, Release and Liability Waiver

DATE: _____

DEPARTURE TIME: _____

VESSEL: _____

To participate in an Island Tours Connections Ltd. Tour, each Participant, or their Parent/Legal Guardian ("Participant"), MUST sign this voluntary assumption of risk, release and liability waiver ("Waiver"), or such Participant shall not be allowed to participate in the tour.

The undersigned Participant, on his or her own behalf, or any persons claiming through them, hereby confirms voluntary assumption of all the risks associated in any way with the Island Tours Connections Ltd. tours, and any related activities (collectively, the "tour").

Participant unconditionally and irrevocably releases, waives, indemnifies, discharges and holds harmless Island Tours Connections Ltd., or any of its subsidiaries, successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, owners, directors, members and shareholders ("Released Parties") from any and all liabilities, claims, demands, suites, actions, causes of action whatsoever, now or in the future, resulting from or due to any personal injury, including death, personal property damage (or any other damages of any kind) in connection with any acts or omissions by any of the Released Parties, including but not limited to negligence or misrepresentation, in connection with participation or activity in the tour, including, but not limited to claims of negligence, breach of warranty and/or breach of contract.

All Participants must be 18 years or older to sign this Waiver. However, if any Participant is younger than 18 years of age, then their parent or legal guardian shall be required to and shall sign this Waiver; by so signing, the signor warrants and represents they are the legal parent or guardian of the minor.

Participant understands, acknowledges and agrees that taking part in the **Island Tours Connections tour** can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**, that the activity is inherently dangerous, and that risks and dangers include, but are not limited to, ocean transportation to and/or from Nassau and surrounding Cays which includes Athol Island, Rose Island, Gilligan's Island, and Green Cay; perils of the sea; currents and wakes; slippery vessel decks; collisions with watercraft and/or other objects; sinkings; drownings; weather conditions; coral and rocks; animal encounters such as pigs, stingrays, turtles, sharks and/or not limited to sea life; lack of sufficient lifeguards; equipment failure and/or defects; fire, explosions or falling; marine operator error or delay, negligence of others; limited medical supplies or help; and food poisoning. Participant understands, acknowledges and agrees that the listed risks and dangers set out herein are not a complete list, and that participating in the tour may be dangerous and can include other risks not listed herein.

Participant understands, acknowledges and agrees that taking part in the **Island Tours Connections tour** can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**, that the activity is inherently dangerous, and that the risks and dangers include, but are not limited to, vehicular traffic, weather conditions, exposed stones, irregular travel or walking surface, earth, trees or other natural hazards, exposed holes, negligence of others, public attraction, falling, hitting, bumping, breaking, scraping and cutting. Participant understands and acknowledges that the tour guides provide instructions and guidance for safety and agrees to adhere to such instructions.

Participant acknowledges and agrees Released Parties shall not be liable under any circumstances for (a) emotional distress, mental suffering or psychological injury of any kind, or (b) any consequential, incidental, punitive or exemplary damages.

Participant acknowledges and agrees that Island Tours Connections Ltd. has the absolute right to refuse his or her participation in any tour if it poses a risk to the safety and comfort of other participants, or if he or she fails to adhere to instructions on the tour, as well as any local laws and rules.

By the signing of this document, the Participant fully recognizes, understands and accepts that if they are injured, becomes ill, dies or their property is damaged, they are, on behalf of themselves, their heirs, and any other person or entity who may claim by or through them, freely and expressly giving up any and all right to make any claim or file any associated lawsuit against Released Parties, even if they negligently, or by any other act or omission, cause such injury, illness, death or damage.

Participant further agrees to hold free of liability, defend and indemnify the Released Parties, from any and all defense costs, including attorney's fees on an indemnity basis or other relevant legal costs incurred in connection with claims for bodily injury, wrongful death, or property damage sustained by them, or which in the course of their participation in the tour they may have caused to other guests or third parties, whether negligent or not.

Participant acknowledges there may be limited medical supplies or resources (including aboard a vessel) and that there could be delays in response time in the event of a medical issue or emergency, should appropriate medical assistance be requested. Further, Participant acknowledges and agrees Released Parties have made no implied or actual representation or statement that they will or can perform safe rescue (including ocean rescue) or render first aid.

COVID-19 is a contagious disease that can lead to severe illness and/or death (seniors and guests of all ages with underlying medical conditions could be at higher risk of severe illness). There is an inherent risk of exposure to COVID-19 in a tour; by participating in a tour, Participant voluntarily assumes ALL such risks.

Participant certifies he or she has no medical or physical condition that could interfere with their safely participating in the tour, and hereby authorizes Released Parties to seek medical care or transport Participant to a medical facility or hospital if, in Released Parties' opinion, medical attention is required or needed; Participant agrees to pay all fees and costs associated with such medical care and related transportation. Participant expressly agrees to release, deem free of liability and discharge Released Parties from any act or omission or negligence in rendering, organizing or failing to render any type of rescue or medical services.

Participant understands Island Tours Connections Ltd. and their employees routinely take photos during tours, and grants **permission** to it to create, capture and publish audio, visual and literary works, including videos, photographs, films and/or recordings on social platforms of **his** or her appearance taken during the tour which may contain their likeness in any way.

Participant hereby acknowledges and agrees that this Waiver, and any rights, duties or obligations as between the parties to such Waiver shall have been entered into in the Commonwealth of the Bahamas and shall be governed exclusively by the laws of the Commonwealth of the Bahamas and no other laws.

Participant acknowledges and agrees that the courts of the Commonwealth of the Bahamas shall have sole and exclusive jurisdiction to determine any and all disputes or issues in relation to this Waiver, as well as any and all disputes or issues arising from the tour or activities associated therewith. Participant hereby voluntarily agrees to submit to venue in the Courts of The Commonwealth of The Bahamas if any action is commenced in connection with this Waiver and/or any dispute or issue arising from the tour or activities associated therewith.

Participant acknowledges and agrees that if he or she commences any action against Released Parties in a jurisdiction or venue other than the Commonwealth of the Bahamas regarding matters governed by this Waiver, it shall be a breach of this Waiver. Participant acknowledges and agrees that this Waiver shall be effective and binding upon their heirs, next of kin, executors, administrators, assigns and representatives in the event of their death or incapacity.

Participant acknowledges and agrees that no suit shall be maintainable against Released Parties for personal injury, illness, death or loss and damage to property, unless written notice of the claim with particulars is addressed to and received by Island Tours Connections Ltd. within six (6) months from the date of death or loss or damage to property or the onset of the injury or illness; and in no event shall such suit be maintainable unless commenced within one (1) year from the date of death, loss or damage to property or the onset of the injury or illness.

Participant acknowledges this Waiver document constitutes the final and entire agreement between him/her and Released Parties as to the matters set out herein.

NOTE: Participant acknowledges he or she has had an opportunity to carefully read this Waiver in its entirety, understands and agrees it is a valid, binding agreement, and agrees to be bound by its terms. Before signing below, the Participant confirms he or she has signed this Waiver of their own free will and has provided accurate information and signed in the appropriate places herein.

Print Name

Date

Signature of Participant or Parent/Legal Guardian

Telephone Number and/or Email Address