



RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This document affects your legal rights: Read carefully before signing.

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the following activity: Jet Ski Tour

(hereinafter referred to as "the Activity"), which is organized by Chichi Caribbean Tours. (hereinafter referred to as "CHICHI JETSKI TOURS"). I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: unpredictable ocean currents, lightning, hypothermia, hostile or aggressive wildlife, drowning, death, falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or my failure to wear a personal flotation device or use other protective gear, and negligence of others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
- CHICHI JETSKI TOURS assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of CHICHI JETSKI TOURS, its employees, agents and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from CHICHI JETSKI TOURS or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. **RELEASE OF LIABILITY:** I hereby RELEASE CHICHI JETSKI TOURS, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owner, municipal or governmental providers of use permits, and their respective employees, officers, and directors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Dutch law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. **AGREEMENT TO FOLLOW RULES AND DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity, including WEARING A LIFE VEST OR PERSONAL FLOTATION DEVICE whenever I am on the water. Safety is of great importance, that is why I will follow Chichi Jetski Tours' safety rules. I confirm that I will sail carefully and with respect for the sea and its inhabitants. I understand the rules and will also ensure members in my group will follow these:

- I will navigate carefully and with respect for the sea and its inhabitants.
- I will always stay within the field of vision of the tour guide and follow directions.
- I will stay away from swimmers.
- I will maintain when sailing at high speed, at least 50 meters between other watercraft.
- I will maintain a minimum distance to the beach of 200 meters. When approaching shore, I will approach slowly.
- I will keep enough distance between others and any obstacles such as other boats, rocks, the coast, and the guide. When deciding on the appropriate distance, I will take into account the unpredictable effect of waves which may pick up the Jet Ski and take it into unexpected directions.
- I will take into account the unpredictable effect of unexpected movements from other participants.
- I will limit and adjust the speed so that each driver is in a position to respond in a timely manner to unexpected events such as vulnerable swimmers that are snorkeling in the dark blue part of the sea.
- I will also request and ensure that others in my company will follow the safety rules. In case the rules are violated, participation will be terminated immediately without refund of money already paid.
- I confirm that all participants of my group are in good health at the time of the tour, not under influence of alcohol or drugs and that all participants have the required swimming certificates/skills. I am aware that Chichi Jetski Tours does not recommend participation for people with joint problems, reduced vision, epilepsy and pregnant women.
- The drivers/sailors must be at least 16 years old. Passengers must be at least 8 years old. Guests that are 16 or 17 years old are only allowed to sail with parental/guardian consent.
- Use of the deadman cord is mandatory.

6. **AGREEMENT TO PAY CHICHI JETSKI TOURS (FOR) DAMAGES AND PENALTIES:**

- I acknowledge that I will be charged for any damages to Chichi Jetski Tours' equipment (including any damages in excess of the deposited amount) and I agree to pay for these damages immediately.
- I authorize the deposit to be charged when rules are violated or when instructions from the guide are not followed.
- I agree to pay for the damage to the watercraft or to third parties (this includes damages that were caused by unfortunate mistake such as turning the jet ski upside down).
- I acknowledge that all deposit providers that are involved in the tour will be charged by Chichi Jetski Tours, irrespective of who is believed to be responsible for the damage.
- I authorize Chichi Jetski Tours to determine the value of any damage and whether any damage to Chichi Jetski Tours' equipment is new or pre-existing and I agree that I will not raise any disputes.

7. **INDEPENDENT CONTRACTORS:** I acknowledge that CHICHI JETSKI TOURS has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

8. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to CHICHI JETSKI TOURS and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

9. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Dutch law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

10. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the Curacao laws, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in Curacao, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Date:	Name Printed:	Date of Birth	Signature of Customer:

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement and the general terms and conditions of CHICHI JETSKI TOURS. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Curacao law does not permit to be excluded by agreement.

Date:	Name Printed:	Date of Birth	Signature of Adult:	Relationship