



WAIVER OF LIABILITY TO SPEARFISHING BARBADOS

In consideration of my being permitted to participate in any and all activities associated with, and conducted by SPEARFISHING BARBADOS, I/we hereby agree, fully understand, acknowledge and agree that:

1. SPEARFISHING AND RELATED WATER ACTIVITIES INCLUDING SWIMMING, SNORKELLING AND FREEDIVING INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("The Activities") ("RISKS"); these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the activity, the conditions of which the Activity takes place and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. There may be other Risk and social and economic losses either not known to me or not readily foreseeable at this time.
2. I/We are physically fit to participate in The Activities and DO NOT possess any medical conditions, including, but not limited to heart conditions, physical, mental or emotion impairments of any kind that would compromise my health and wellbeing by my/our participation in The Activities.
3. I/We hereby at all times on behalf of myself, my family, next of kin and my legal representatives forever release from and hold indemnified Spearfishing Barbados, as well as the owners of the said business their officers, employees, agents, representatives, sponsors, partners, family members, etc. or persons associated with them (together herein referred to as "The Releasees") against all liabilities, actions, claims, demands, costs, fees etc. whatsoever, in respect of any injury, disability, death, dismemberment, emotional, mental, or physical impairment, loss or damage to personal property in connection with my participation in any and/or all such activities whether arising from my/our negligence, the negligence or default of Spearfishing Barbados or the owners their servants, agents or employees or the acts or omissions of other visitors or any other person participating in the activities, and HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SPEARFISHING BARBADOS and/or The Releasees, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.
4. I/ We agree to comply with all rules, regulations, and instructions of all Spearfishing Barbados its servants or agents in relation to The Activities, attractions, and events and which are intended for the safe enjoyment of such attractions.
5. I/We agree to release Spearfishing Barbados and/or The Releasees from any claim in respect of any bodily injury, including permanent disability, paralysis and death caused by the malfunction of any equipment provided by Spearfishing Barbados including but not limited to spear guns, masks, fins, snorkel, knives etc.

The undersigned agrees that any claim, action, proceeding and/or dispute of whatever nature including but not limited to any claim, action, proceeding and or dispute of whatever nature arising or resulting from a breach of contract or any injury, bodily harm, sickness or death suffered by the undersigned arising out of the undersigned participating in The Activity and howsoever arising, shall be governed by Barbados Law and the undersigned hereby agrees irrevocably and unconditionally to submit any such claim, action, proceeding and/or dispute to the exclusive jurisdiction of the Barbados Courts who shall have the sole and exclusive jurisdiction in respect thereof.

I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE ABOVE WAIVER AND RELEASE. BY SIGNING THE BACK OF THIS WAIVER, I/WE AGREE TO GRANT PERMISSION FOR MYSELF AND/OR MY CHILD TO PARTICIPATE IN THE ACTIVITIES AND ASSUME AND ACCEPT ALL RISKS AND LIABILITIES ASSOCIATED THERWITH.

BY SIGNING THE BACK OF THIS WAIVER FORM, I/WE HEREBY EXEMPT AND FOREVER RELEASE SPEARFISHING BARBADOS AND/OR THE RELEASEES, THEIR SERVANTS OR AGENTS FROM ALL LIABILITIES FOR PERSONAL INJURY, PROPERTY DAMAGE, DISMEMBERMENT, WRONGFUL DEATH, LOSS OF PERSONAL PROPERTY, ETC. CAUSED BY NEGLIGENCE, ACTS OF OMISSIONS, OF SPEARFISHING BARBADOS AND/OR THE RELEASEES.

Date: ____/____/____
(dd/mm/year)

[illegible]