

**ISLAND OUTPOST LIMITED PROPERTIES**  
RELEASE OF LIABILITY, HOLD HARMLESS COVENANT NOT TO SUE AND  
INDEMNIFICATION AGREEMENT  
**PLEASE READ CAREFULLY BEFORE SIGNING DOCUMENT**  
**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

In consideration, and as a requirement, for being permitted as a guest on any property managed, operated or owned by Island Outpost LLC, or its affiliated companies, including, but not limited to, The Caves, GoldenEye Hotel & Resort, Pantrepant, or Strawberry Hill(hereinafter the "Resort") the undersigned (hereinafter collectively referred to as "Guest(s)") has been advised of, and agrees to, the following:

**I. NOTIFICATION OF RISKS**

**A. Natural Surroundings:**

The Resort properties are set in natural environments. Buildings, walkways, roads boat docks, patios, courtyards and steps are incorporated into the natural environment and, are therefore, uneven in height and width, uneven in surface texture, transition from one material and ground type to another, and are generally designed to blend into the natural environment. Furthermore, encountering water from natural drainage, the ocean, falling or accumulated rain and swimming pools is a common occurrence while staying at the Resort. Dangerous wildlife and insects, in the water, or on land, may be encountered from time to time. Finally, traveling to and from the Resort, by bus or motor vehicle, can be dangerous due to road and travel conditions. Guest(s) recognizes and accepts that the situations described in this paragraph may pose hazardous or dangerous conditions that could result in **SERIOUS INJURY** or **DEATH**.

**B. Resort Activities:**

The Resort makes a number of Activities available to Guest(s). These Activities take place both on and off the Resort property, as well as in the ocean and in pools. These Activities include, but are not limited to: **aerobics; boating - motorized or non-motorized; cycling; diving, from a cliff, diving board or other point of elevation; interaction with and petting of domesticated livestock; jogging; jet ski operation, as a rider or passenger; massage; pool games; riding on donkeys, horses or mules; running; sailing; scuba diving; sea kayaking; snorkeling; spa treatments; spelunking; swimming; swings; tennis; tubing; volleyball; water aerobics; water slides, windsurfing and yoga.** Guest(s) recognizes and accepts that participating in these Activities may be dangerous and could result in **SERIOUS INJURY** or **DEATH**.

**II. ASSUMPTION OF RISK**

Except in the case of negligence on the part of the Resort, Guest(s) assumes all risks associated with the Resort's natural surroundings while on the Resort property and any risks associated with traveling to and from the Resort. Furthermore, Guest(s) assumes all risks stemming from participating in any Activity made available to him or her while a guest of the Resort. **Guest(s) hereby agrees to hold harmless, release, defend and indemnify the Resort and any of its agents, assigns, affiliates, directors, employees, officers, operational entities, owners, parent companies or related companies, whether in Jamaica or elsewhere, (hereinafter collectively referred to as the "Releases") from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any property loss, damage or any injury, including DEATH, that may be sustained by Guest(s), including, but not limited to, those injuries and damages caused by the negligence of third party service providers and/or breach of warranty, express or implied on the part of Releases.**

**III. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE**

In consideration for being admitted as a guest, **Guest(s) agrees to forever discharge and release from any legal liability and to not sue the Releases for property damage or any injuries, including DEATH, caused by, related to or resulting from, Guest(s)' stay or travel to or from the Resort.**

**IV. INDEMNIFICATION**

By execution of this Release, **Guest(s) shall indemnify the Releases for any injury to Guest(s), or to other persons caused by the Guest(s), that is in anyway related to Guest(s)' stay or travel to or from the Resort.**

**V. MEDICAL AUTHORIZATION**

Guest(s) authorizes the Releases to call medical care for Guest(s), or to transport Guest(s) to a medical facility or hospital if, in the opinion of Releases, medical attention is necessary. Guest(s) agrees that, upon such transport to any medical facility or hospital, Releases shall not have any further responsibility. Furthermore, Guest(s) agrees to pay all cost associated with such medical care and related transportation, and to indemnify and hold harmless Releases for any costs incurred or injury or damage sustained as a result of transportation to a medical facility or hospital.

**VI. FORM SELECTION**

**Guest(s) contractually agrees that all claims whatsoever asserted against Releases, arising from, in connection with, or incidental to this contract, or Guest(s)' stay at or travel to, or from, the Resort, including, but not limited to: any claims relating to the formation; interpretation; construction; waiver; modification; performance; discharge or breach of contract; or the existence, extent, or breach of any fiduciary duty; or any duty in tort or any claims whatsoever arising from, in connection with, or incidental to any personal injury, illness, or death shall be litigated solely and exclusively in the courts of Jamaica, and shall be governed by Jamaican law without regard to any choice of law principles thereof.**

**VII. SEVERABILITY AND ENFORCEABILITY**

In the event any section of this Release is found to be unenforceable, that section shall be stricken, but the remaining terms shall remain fully enforceable, and shall be binding to the fullest extent permitted by law.

**VIII. CAPACITY TO CONTRACT**

Guest(s) certifies his or her signature that he or she is at least 18 years of age and has the full mental capacity to enter into this Release or that if he or she is the parent or legal guardian of a minor guest at the Resort, he or she has legal authority to execute this Release on said minor's behalf.

**GUEST(S) HAS READ THE FOREGOING RELEASE OF LIABILITY, HOLD HARMLESS COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

<u>Guest's Printed Name</u>	<u>Guest's Signature</u>	<u>Date</u>	<u>Parental Signature for Guest Under 18</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____