

(Must be signed by all adults at check-in)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, I WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. I ALSO ACKNOWLEDGE AND AGREE THAT THIS WAIVER COVERS ANY AND ALL MEMBERS OF MY PARTY FOR THE DURATION OF OUR STAY AT SCYC.

In this Agreement, the term “water sport and other resort activities” shall include but is not limited to: wading, biking, swimming, snorkeling, scuba diving, boating, fishing, hiking, canoeing, kayaking, paddle boarding, and all activities, services and use of facilities and equipment either provided by or arranged by STANIEL CAY YACHT CLUB, LTD., a company incorporated under the laws of the Commonwealth of The Bahamas (hereinafter collectively referred to as (“SCYC”).

I am aware that participation in water sport and other resort activities involves many risks and that SCYC is not responsible for predicting whether any given area is safe for use or travel. The area used for water sport and other resort activities, including the island of Staniel Cay and the areas surrounding it, is uncontrolled and unmarked. I accept full responsibility for my own safety and that of all members of my party and agree that neither SCYC nor anyone associated with SCYC bears any of said responsibility. I am responsible for inspecting the condition of skiffs, bikes, paddleboards, kayaks and all other equipment provided by SCYC and hereby release SCYC and any owners, officers, managers, and staff of SCYC from any liability in this regard.

In consideration of SCYC allowing me to participate in water sport and other resort activities as defined in this Agreement, I hereby agree as follows:

1. TO HOLD HARMLESS AND INDEMNIFY SCYC AND ALL PERSONS ASSOCIATED WITH SCYC from any and all liability for any property damage or personal injury to myself, my party, and to any third party resulting from my participation in water sport and other resort activities.
2. 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.
3. This 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 the Commonwealth of the Bahamas and no other jurisdiction.
4. Any litigation involving the parties to this Agreement shall be brought solely within the Commonwealth of the Bahamas and shall be within the exclusive jurisdiction of the Courts of the Commonwealth of the Bahamas. In entering into this Agreement I am not relying on any oral or written representations or statements made by SCYC with respect to the safety of water sport and other resort activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD ALL ASPECTS OF THIS AGREEMENT PRIOR TO SIGNING THIS DOCUMENT.

Signed: _____ Date: _____ Print Name: _____

_____ Date of Birth: _____

_____ Age: _____ Room # or Cottage Name: _____

Email: _____