CARIBBEAN GEMS

CHARTER & SNORKELING TOURS

WAIVER OF LIABILITY, ASSUMPTION OF RISK & RELEASE AGREEMENT

Nassau, The Bahamas • Ocean Excursions & Private Charters

PLEASE READ CAREFULLY. This document affects your legal rights. By signing, you acknowledge the risks associated with boating and water-based activities and agree to the terms below to the fullest extent permitted by applicable law.

1. PARTICIPATION AND ACTIVITIES

I voluntarily elect to participate in activities provided, arranged, or facilitated by Caribbean Gems Charter & Snorkeling Tours ("Caribbean Gems"), including, as applicable, private boat charters, snorkeling, swimming, reef and marine excursions, beach or island stops, tender/dinghy transfers, boarding and disembarking, use of snorkeling equipment, and other activities conducted from or around a vessel.

2. ACKNOWLEDGMENT OF INHERENT RISKS

I understand that ocean and boating activities involve inherent and other risks that cannot be completely eliminated. These may include, without limitation: drowning; near-drowning; marine-life encounters or bites/stings; coral, rocks, reefs, or underwater objects; currents, tides, waves, wakes and changing sea conditions; adverse or rapidly changing weather; slips, trips and falls; boarding or disembarking injuries; collision or vessel movement; equipment loss, malfunction or improper use; illness; sun exposure, heat, dehydration, fatigue; seasickness; and other injury, illness, property damage, or death.

3. VOLUNTARY ASSUMPTION OF RISK

I understand the nature of the activities and voluntarily assume the risks associated with my participation, including risks that may arise from conditions or circumstances that are not reasonably foreseeable at the time of participation, to the fullest extent permitted by applicable law.

4. PARTICIPANT RESPONSIBILITIES

I agree to follow all reasonable safety instructions provided by the captain, crew, guides, or other authorized representatives of Caribbean Gems. I will use required safety equipment, including life jackets when directed, and will not engage in reckless, disruptive, or unsafe conduct. I understand that Caribbean Gems may refuse participation or remove a participant from an activity when, in the reasonable judgment of the captain or crew, the participant's conduct or condition creates a safety risk. No refund is guaranteed in such circumstances.

5. HEALTH, FITNESS & DISCLOSURE

I represent that I am physically able to participate in the activities I select. I will notify Caribbean Gems before departure of any medical condition, physical limitation, medication, allergy, pregnancy, swimming limitation, or other circumstance that may affect my safety or the safety of others. I understand that Caribbean Gems may recommend that a participant not enter the water or may modify an activity for safety reasons.

6. RELEASE AND WAIVER OF CLAIMS

To the fullest extent permitted by applicable law, I, for myself and, where legally permitted, my heirs, personal representatives and assigns, release and discharge Caribbean Gems Charter & Snorkeling Tours, its owners, operators, captains, crew, employees, guides, agents, contractors, vessel owners/operators, and participating service providers (collectively, the "Released Parties") from claims arising out of my participation in the activities, including claims for personal injury, illness, death, or property loss or damage, to the extent such release is enforceable under applicable law.

7. INDEMNIFICATION

To the fullest extent permitted by applicable law, I agree to indemnify and hold harmless the Released Parties from claims, liabilities, damages, costs, or reasonable expenses arising from my negligent, reckless, unlawful, or intentional acts or omissions, or from claims brought by another person arising from my conduct during the excursion.

8. EMERGENCY MEDICAL AUTHORIZATION

If I become ill or injured and emergency assistance is reasonably necessary, I authorize Caribbean Gems and its representatives, to the extent reasonably practicable, to seek emergency medical assistance or transportation for me. I understand that Caribbean

Gems does not provide medical services and that I am responsible for my own medical, transportation, evacuation, and related expenses unless otherwise required by law or expressly agreed in writing.

9. WEATHER, SEA CONDITIONS & OPERATIONAL CHANGES

I understand that ocean conditions and weather can change quickly. The captain or operator may alter, postpone, shorten, substitute, or cancel an activity when conditions, vessel considerations, safety requirements, governmental restrictions, or other circumstances warrant. I agree to follow the captain's safety decisions.

10. PERSONAL PROPERTY

I understand that personal property brought on the excursion is carried at my own risk. Caribbean Gems is not responsible for loss or damage to personal belongings except to the extent liability cannot lawfully be excluded.

11. PHOTO & VIDEO CONSENT

I understand that photographs or video may be taken during the experience. I choose one option below. My choice will not affect my ability to participate.

■	YES — I consent to Caribbean Gems using my image/likeness in photographs or video for lawful marketing, social media, website, and promotion
■	NO — Please do not use photographs or video in which I am identifiable for promotional purposes.

12. MINORS

If the participant is under 18 years of age, the undersigned parent or legal guardian represents that they have authority to consent to the minor's participation. The parent/legal guardian acknowledges the risks described above and agrees to the terms of this Agreement to the fullest extent permitted by applicable law. The parent/legal guardian also accepts responsibility for the minor's compliance with safety instructions.

13. GOVERNING LAW & VENUE

This Agreement shall be interpreted under the laws applicable in The Bahamas, without regard to conflict-of-law principles, subject to any mandatory law that applies to the specific claim or activity. Any venue or dispute-resolution provision shall apply only to the extent permitted by applicable law.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law, and the invalid or unenforceable provision shall be modified or limited only to the extent necessary to make it enforceable, where legally permissible.

15. ELECTRONIC SIGNATURE & ENTIRE AGREEMENT

I acknowledge that I have had an opportunity to read this Agreement, ask questions, and understand its terms. I am signing voluntarily. An electronic signature, checkbox acknowledgment, or other legally recognized electronic acceptance may constitute my signature and agreement to this document. This Agreement constitutes the waiver and release provided for participation in the activities described herein, subject to applicable law.

IMPORTANT ACKNOWLEDGMENT: I understand that boating and ocean activities involve inherent risks, including the possibility of serious injury or death. I have read this Agreement and voluntarily agree to its terms.

PARTICIPANT INFORMATION

Full Legal Name: _____

Date of Birth: _____ **Booking / Reservation #:** _____

Phone: _____ **Email:** _____

Emergency Contact: _____ **Emergency Phone:** _____

SIGNATURE & ACKNOWLEDGMENT

Participant Signature: _____

Date: _____ **Time:** _____

Printed Name: _____

FOR PARTICIPANTS UNDER 18

Minor's Full Name: _____

Parent/Legal Guardian: _____

Parent/Guardian Signature: _____ **Date:** _____

Relationship to Minor: _____ **Phone:** _____

For internal use: Vessel/Trip _____ Date _____ Captain/Crew _____

Caribbean Gems Charter & Snorkeling Tours • Nassau, The Bahamas • www.caribbeangems.com (website address to be confirmed)

LEGAL REVIEW RECOMMENDED: This template is a business-use draft and is not a substitute for advice from a Bahamian attorney. Before using it with customers, have Bahamian maritime/tourism counsel review the release, minor provisions, negligence language, indemnification, governing-law/venue language, and alignment with your insurance and vessel/operator arrangements.