



## ASSUMPTION OF RISK AND RELEASE

### Divi Flamingo Beach Resort Watersports

**RISK ACTIVITIES:** There are significant elements of risk in any adventure activity associated with watersports and related equipment ("Watersports Activities"). Divi Flamingo Beach Resort & Casino ("Flamingo") will take reasonable steps to provide you with appropriate equipment so you can enjoy Watersports Activities, but it is important to remember that this activity is not without risk. These risks cannot be eliminated without destroying the unique character of Watersports Activities. It is a fact, however, that the same elements that contribute to the unique character of the activity can cause damage to your property or person and in extreme cases, permanent injury or death. This is not to frighten you or reduce your enthusiasm for these activities, but we want you to understand the inherent risks so you can make an informed decision whether to pursue this activity.

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I hereby acknowledge that the following describes some, but not all of the risks in Watersports Activities: (1) injury while preparing for the activity; (2) injury from misuse of equipment or facilities; (3) failure of equipment; (4) injury due to lack of physical strength, coordination, swimming and other skills; (5) injury from impact or entanglement with equipment; (6) injury from fatigue, which may diminish judgment and reaction time, and increase the risk of accident; and (7) injury from the presence or actions of other participants. For myself and any participating minor children for whom I am responsible, I hereby assume the risk of all injuries, damages, loss of personal property, costs and expenses associated with Watersports Activities, only some of which have been described herein or in the addenda, and hereby accept all responsibility for any injuries, damages, loss of personal property, costs or expenses, even if caused in whole or in part by Flamingo, excepting only those claims for injury and damages solely due to Flamingo's gross negligence.

**WATER SAFETY:** Upon request and at no cost to me, Flamingo provides personal flotation devices to all participants and urges all participants to use such devices. By not wearing this device, I am acknowledging the refusal of this critical safety precaution on behalf of myself and any participating minor children for whom I am responsible.

**SPECIAL PROVISIONS FOR DIVING:** All diving participants agree that the attached special diving addenda is hereby incorporated into this document.

**AUTHORIZATION:** For myself and any participating minor children for whom I am responsible, I hereby authorize any medical treatment deemed necessary in the event of injury or illness while participating in the activity, and, without limiting the generality of other releases of liability contained herein, agree to release Flamingo from any liability associated with emergency treatment that may be conducted by resort staff. I either have appropriate insurance or, in its absence, agree to pay costs of rescue, medical or related services incurred.

**RELEASE AND INDEMNITY:** In light of the foregoing and in consideration of services or equipment provided, for myself and any participating minor children for whom I am responsible and any heirs, personal representatives and other successors or assigns of either, I hereby indemnify, release and hold harmless Flamingo, its affiliates and each entity's respective directors, officers, shareholders and employees from all claims of liability in connection with Watersports Activities from any cause whatsoever including, without limitation, all claims for injury, death, damages, loss of personal property, costs or expenses, excepting only those claims for injury, death and damages solely due to Flamingo's gross negligence. Such release and indemnity is to be binding upon my heirs, personal representatives and other successors or assigns. Further I agree that any claims or disputes shall be resolved under Caribbean Netherlands law and in the courts of the island of Bonaire.

By signing below, I hereby confirm that I am at least eighteen (18) years of age, that I understand the terms and conditions contained herein and acknowledge my agreement to such terms and conditions:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



## DIVING ADDENDUM TO ASSUMPTION OF RISK AND RELEASE

### Divi Flamingo Beach Resort Watersports

Please initial next to each of the following to acknowledge your understanding and agreement:

- \_\_\_\_\_ 1. I am a certified diver, fully trained and competent in all aspects of current safe diving practices.
- \_\_\_\_\_ 2. In addition to the general risks described in the Assumption of Risk and Release, I specifically acknowledge and accept the special risks inherent in Watersports Activities related to diving activities including, without limitation, heart failure, lung rupture from holding breath, decompression sickness, embolism and other hyperbaric injuries, panic attacks, hyperventilation, and nitrogen narcosis, all of which could result in drowning death or other serious injury even if proper safety procedures are followed. I also acknowledge and accept responsibility for my safety during transport to the dive site including, without limitation, slips and falls and other injuries during boarding, and traveling or exiting the boat.
- \_\_\_\_\_ 3. I hereby accept all responsibility for proper functioning of the equipment, whether my own or provided to me by Flamingo. I affirm that I am competent to make and will make a thorough inspection of the equipment prior to and during use in accordance with widely accepted dive safety practices. Without limiting the generality of the foregoing, I acknowledge that Flamingo makes **no express or implied warranties regarding the equipment provided by it, including any warranty of merchantability, fitness for a particular purpose or otherwise**, as it is impractical for Flamingo to fully test each piece of equipment onshore.
- \_\_\_\_\_ 4. I affirm that I am in good mental and physical condition for diving and that I am not under the influence of alcohol or other drugs (prescribed, over-the-counter or otherwise) that would impair my ability to dive. If I am taking medication, I acknowledge the need to seek the advice of a physician for diving under the influence of such medication. I understand that I will not be permitted to take part in any diving activities if Flamingo, in its sole discretion, is of the opinion that my ability to dive is impaired, whether or not my participation in any diving activity has been approved by a physician.
- \_\_\_\_\_ 5. I understand that decompression and similar treatment facilities are not available at Flamingo.
- \_\_\_\_\_ 6. I am aware that good safety practices require diving with a buddy and that it is my responsibility to locate a buddy, and develop and follow a safe dive plan with that person throughout the dive, in accordance with widely accepted dive safety practices.
- \_\_\_\_\_ 7. I understand that on this dive trip, I might be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote location.
- \_\_\_\_\_ 8. I acknowledge that this Diving Addendum is incorporated into the Assumption of Risk and Release, and all provisions herein shall be deemed included in the Assumption of Risk and Release as if set forth therein.
- \_\_\_\_\_ 9. **In light of the foregoing and in consideration of services or equipment provided, for myself and any participating minor children for whom I am responsible and any heirs, personal representatives and successors or assigns of either, I hereby specifically indemnify, release and hold harmless Flamingo, its affiliates and each entity's respective directors, officers, shareholders and employees from all claims of liability in connection with those Watersports Activities that are dive related from any cause whatsoever including, without limitation, all claims for injury, death, damages, loss of personal property, costs or expenses, excepting only those claims for injury, death and damages solely due to Flamingo's gross negligence. Such release and indemnity is to be binding upon my heirs, personal representatives and other successors or assigns.** Further I agree that any claims or disputes related to dive activities shall be resolved under Caribbean Netherlands law and in the courts of the island of Bonaire in the same manner as other Watersports Activities.