



THE GIFT ENCOUNTERS LIABILITY RELEASE and EXPRESS ASSUMPTION OF RISK for ANIMAL ENCOUNTERS SNORKEL and DIVE

BY SIGNING THIS RELEASE YOU ARE GIVING UP YOUR RIGHT TO SUE and (1) acknowledging and accepting participants own risk, (2) releasing Gift Encounters N.V. (GE N.V..) and (3) acknowledging and accepting the remaining house rules applicable to the participation in the Animal Encounters snorkel/dive during one or more of the Animal Encounters programs of GE N.V. as offered at the Sea Aquarium Park, BaporKibra, Curaçao.

Please read carefully, fill in all blanks, sign at the end and initial each paragraph at **. In case guest is under 18 years, parent/guardian should sign at **.

The undersigned,

Name Guest:..... Date of birth:.....
Home address + town:..... Country:
Nationality:..... Email:.....
Hotel Curaçao:..... Room#:.....
Telephone # Curaçao:.....Home telephone#:.....
Departure date.....

For certified divers:

Certifying agency:..... Certification level:..... #

Hereafter also referred to as “the Guest”

In consideration of GE N.V. allowing me to participate in a program in which I will be participating in an Animal Encounters and/or snorkeling / diving in a salt water lagoon and interacting with stingray’s, sharks, turtles and other marine life, the undersigned declares:

Release and Express Assumption of Risks:

** That he/she is physically, medically and psychologically fit to participate in the program(s) offered by GE N.V..

** That he/she is taller than 1 meter/ 40 inches and is at least 8 years old at the time of participation. That he/she is an adequate swimmer, competent using swim fins and able to stay in a sea water basin of 8 to 12 feet deep, for about 30 minutes without forming a risk to him/herself or to others. GE N.V. reserves the right to require a participant to wear a lifevest if and when a representative finds that the participant is not a proficient swimmer, or to remove a participant from the program.

** During an Animal Encounters snorkel and dive program participants have the opportunity to (free) dive under water with the stingrays and other marine life in the Animal Encounters lagoon and to feed turtles, nurse and lemon sharks through a fence separating the Animal Encounters lagoon and the turtle pool and shark pool. In case of a participating minor (< 18years), the parent/care taker is responsible for assessing the participants swimming skills before registering for this program.

**That he/she understands that diving/snorkeling is a physically strenuous adventure sport and that even though he/she follows all of the appropriate snorkel/dive practices, there still is some risk of him/her sustaining decompression sickness, embolism or other barotrauma or drowning/near-drowning injuries for which he/she assumes the sole risk.

** That he/she understands and acknowledges that a close and personal encounter swimming and/or snorkeling and/or diving in a sea water basin with a depth of 8 to 12 feet, in the close proximity of marine wild life, including turtles, sharks, and stingrays, has inherent dangers that no amount of care, caution or expertise can eliminate and can cause death or personal injury.

**That he/she acknowledges to fully understand that GE N.V. has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned and that treatment can be delayed until he/she can be transported to a proper medical care facility.



** That he/she will inspect all of his/her equipment and any equipment provided by GE N.V. prior to the program and will notify GE N.V. staff if any of the equipment is not working properly.

** That he/she expressly and voluntarily assumes the sole risk of personal injury, property damage or wrongful death upon himself/herself, whether foreseen or unforeseen, resulting from participation in the aforementioned program(s) and that he/she fully realizes that the risks and possible negative consequences of this participation are for the sole risk of the guest and that he/she based on this will unconditionally release GE N.V. from all possible claims by third parties for any possible damage and/or negative consequences of his/her personal participation or the participation of the person(s) for whom he/she bears or takes on responsibility.

** That he/she voluntarily and irrevocably, acting for himself/herself and on behalf of the minor that he/she legally represents or for whom he/she takes responsibility, as for his/her heirs or legal successors or heirs or legal successors of the minor, waives and relinquishes the right to claim damages from GE N.V. and its officers, directors, shareholders, partners, subcontractors, affiliates, employees and agents for any injury, property damage or even wrongful death arising as a result of the fact that the Guest engaged in or received instructions in the program(s) or arising as a result of his/her stay as a guest of the Sea Aquarium Park / GE N.V. premises.

** That he/she declares to promptly, meticulously and fully follow the instructions of the GE N.V. personnel and, should this not be the case, agrees that further participation in the program(s) offered by GE N.V. and further access to the Sea Aquarium Park / GE N.V. premises can be denied without reimbursement of the Program fee and or Entrance fee.

** That he/she acknowledges that GE N.V. is the exclusive owner of the photo and video rights of all recordings – however made or named- that are made during the program(s) and/or in the Sea Aquarium / GE N.V. premises by GE N.V. personnel, also of those recordings depicting the Guest and hereby authorizes GE N.V. without any restriction or obligation towards the Guest, to print these photo's and/or videos and to use them for sales, promotional and other activities.

** That he/she has read the forgoing paragraphs and fully understands the legal rights that he/she is giving up by signing this document, that he/she by participation in the program(s) out of free will knowingly exposes her/himself to certain risks and dangers. He/she further warrants that he/she has been fully and completely advised by the personnel of GE N.V. preceding his/her signing of this waiver of these potential hazards and dangers incidental to engaging in the program(s) offered by GE N.V. and that he/she persists in her/his will to participate with the full assumption of the sole risk for everything that can occur to him/her.

** The Guest acknowledges that in any given situation any possible liability of GE N.V.its employees and/or agents shall be limited to any amount paid out under the applicable insurance policy.

** This Liability Release and Express Assumption of Risk shall be governed, construed, interpreted and enforced in accordance with the laws of Curaçao and the civil court in Curacao is the sole jurisdiction for resolution of any and all disputes arising in connection with the interpretation, construction and enforcement of this Liability Release and Express Assumption of Risk.

Curaçao, (Date dd/mm/yy) (Signature)

Guest age is under 18: (Name parent)

..... (Signature parent)

Checked in by:.....