



THE CURAÇAO DOLPHIN ACADEMY LIABILITY RELEASE and EXPRESS ASSUMPTION OF RISK for
DOLPHIN SWIM, DOLPHIN SNORKEL, DOLPHIN DIVE

(BY SIGNING THIS RELEASE YOU ARE GIVING UP YOUR RIGHT TO SUE)

Of (1) acknowledgement and acceptance of participants own risk, (2) of release of Curaçao Dolphin Academy N.V. (CDA N.V.) and (3) of acknowledgement and acceptance of the remaining house rules applicable to the participation in the dolphin swim/snorkel/dive during one or more of the dolphin programs of the CDA N.V. as offered at the Sea Aquarium Park, Bapor Kibra Curaçao, N.A. Please read carefully, fill in all blanks, sign at the end and initial each paragraph at **

In case guest is under 18 years, parent/care taker should sign at **

The Undersigned,

Name of Guest:.....Date of Birth:.....

Home Address:.....Country:.....

Nationality:.....Email:.....

Hotel in Curaçao:.....Room #:.....

Telephone # in Curaçao:..... Home Telephone #:.....

Where did you first hear about Dolphin Academy? In Curacao Other.....

Sources for choosing Dolphin Academy [select all that apply]

- | | | | |
|---|--|---|-----------------------------------|
| <input type="checkbox"/> K- Pasa Magazine | <input type="checkbox"/> Travel Agent | <input type="checkbox"/> Online Search | <input type="checkbox"/> Cruise |
| <input type="checkbox"/> Road Map Advertisement | <input type="checkbox"/> Tour Operator | <input type="checkbox"/> Social Media | <input type="checkbox"/> Website |
| <input type="checkbox"/> Immigration Card advertisement | <input type="checkbox"/> Airport Billboard | <input type="checkbox"/> Mobile Application | <input type="checkbox"/> Brochure |
| <input type="checkbox"/> Island TV advertisement | <input type="checkbox"/> Family / Friend | <input type="checkbox"/> Other..... | |

How many times have you visited us? First Time 1 2 3+

*(Carefully read through all points and put your initials at each **)*

Hereafter also referred to as “The Guest” hereby declares:

**that he/she is an adequate swimmer, competent using swim fins and able to stay in a sea water basin of 15 to 18 feet deep, for about 30 minutes without forming a risk to him/herself or to others. That she is not pregnant. That he/she is physically and mentally fit to participate in the chosen Dolphin Program.

** for participation in a *Dolphin Swim program*: that he/she is taller than 1.30m/51 inches and is at least 8 years old at the time of participation. Due to the interactive nature of this program and in order to protect the participant’s and our animal’s safety, the use of a life vest is mandatory for all participants that are shorter than 1.45 m/57 inches.

** for participation in a *Dolphin Snorkel program*: that he/she is taller than 1.30m/51 inches and is at least 8 years old at the time of participation. In order to be able to enjoy the Dolphin Snorkel program a participant must be a proficient swimmer. During a Dolphin Snorkel participants have the opportunity to free dive under water with the dolphins. In case of a participating minor, the parent/care taker is responsible for assessing the participants swimming skills before registering for this program. CDA N.V. reserves the right to require a participant to wear a life vest if and when a representative finds that the participant is not a proficient swimmer.

** for participation in a *Dolphin Dive*: that he/she meets the scuba criteria of the authorized Dive Center operating the dive program in conjunction with CDA N.V.

** that he/she understands and acknowledges that swimming and/or snorkeling and/or diving in the open ocean, or a sea water basin with a depth of 15 to 18 feet, in the close proximity of dolphins has inherent dangers that no amount of care, caution or expertise can eliminate and can cause the death or personal injury of the guest.



** that he/she is not under the influence of alcohol, illicit drugs, sedatives, or presently using any medication that can adversely affect the participants physical and/or mental state.

** that he/she irrevocably and without any reservation of rights accepts to participate in one or more of the Dolphin Programs offered by CDA N.V. at Bapor Kibra/Sea Aquarium park and that he/she expressly and voluntarily assumes the sole risk of personal injury, property damage or wrongful death upon him/herself, whether foreseen or unforeseen, resulting from participation in the aforementioned programs 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 releases CDA 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 him/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 CDA N.V. and its 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 Dolphin programs or arising as a result of his/her stay as a guest of the Sea Aquarium Park.

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

**that he/she acknowledges that CDA N.V. is the exclusive owner of the photo and video rights of all recordings – however made or named – that are made in the Sea Aquarium park by the CDA N.V. personnel, also of those recordings depicting the Guest and hereby authorizes CDA 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.

** the Guest acknowledges that in any give situation any possible liability of CDA 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 the Netherlands Antilles and the civil court in Curaçao has 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.

**CDA N.V.'s General Terms and Conditions apply to all of CDA N.V.'s contracts, services and obligations. These General Terms and Conditions have been filed at the Court registry in Curaçao (registered under number 48/2008).

**that he/she acknowledges 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 dolphin programs 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 CDA N.V. preceding his/her signing of this waiver of these potential hazards and dangers incidental to engaging in the dolphin programs, 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.

Curacao, (Date)(Signature)

(Only applicable if the guest is under 18)

.....(Name of Parent/Caretaker)(Signature of Parent)