



RESORT & YACHT CLUB • ELEUTHERA • THE BAHAMAS

## WAIVER AND RELEASE

Guest Name: \_\_\_\_\_ Room/Slip Number: \_\_\_\_\_

For and in consideration of electing and being allowed to participate in certain recreational activities at the Cape Eleuthera Resort & Yacht Club (the “Activities”), the above-named guest (“Guest”) and Guest’s parent or guardian (if Guest is a minor) does hereby (i) acknowledge the danger and assume the risk of participating in the Activities; and (ii) expressly and forever waive and release any and all claims, proceedings, or actions for personal injury, death, or any loss or damage whatsoever (the “Damages”) that Guest may suffer arising out of or in connection with Guest’s participation in the Activities, and Guest further releases and agrees to hold harmless Cape Eleuthera Resort Limited, Cape Eleuthera Marina Limited, Powell Pointe Resort Limited, Powell Point Properties Limited, and each of their affiliates, parents, subsidiaries, shareholders, officers and directors, agents, employees, predecessors, and the heirs, successors, and assigns of each of them from any and all liability for Damages to Guest or Guest’s heirs and successors arising out of Guest’s participation in any Activities. Guest also accepts financial responsibility for the loss of or damage to any equipment used by Guest. Guest further acknowledges that the Activities are provided by Cape Eleuthera Resort Limited, a Bahamian corporation, or its agents, and that any controversy arising in connection with this Waiver and Release or the participation by Guest in the Activities shall be governed by Bahamian law and shall be adjudicated in the appropriate forum located in The Bahamas.

**Check One:**  Guest is 18 or over; or  Guest is 6 to 17 and accompanied by a parent or guardian; and Guest or Guest’s parent or guardian represents that Guest is in good physical condition and knows of no reason why he or she should not participate in Guest’s chosen Activities.

**NOTICE:** By executing this WAIVER AND RELEASE, Guest agrees to abide by all of the rules relating to the Activities (including, without limitation, those on the reverse side of this WAIVER AND RELEASE), and Guest acknowledges that Guest may be relinquishing valuable legal rights. Execution of this form shall be conclusive evidence that Guest has read and understands this form (including the WAIVER AND RELEASE) in its entirety and intends to be bound by its terms.

Date: \_\_\_\_\_ Signature of Guest: \_\_\_\_\_

Date: \_\_\_\_\_ **If Guest is under 18**  
Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_ Minor Guest’s Signature: \_\_\_\_\_



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## SAFETY RULES AND PROCEDURES

### Please Read Carefully

By participating in any recreational activity at Cape Eleuthera, you acknowledge and agree to comply with the following safety procedures and mandatory rules for the rental and operation of boats and equipment or participation in any recreational activity at Cape Eleuthera.

1. **Safety Vests** - I understand that the personal flotation devices provided by Cape Eleuthera are required to be worn at all times while snorkeling or operating boats and flotation equipment, regardless of one's experience or swimming capabilities.
2. **Use of Equipment** - I understand how to properly use the rental equipment. I will use the rental equipment in a safe manner and only in the way the equipment was intended to be used.
3. **Proficiency Required for Sailboats** - I certify that I have sufficient and adequate previous sailing experience.
4. **Boundaries and Danger Areas** - I agree to remain within sight of Cape Eleuthera at all times, and I acknowledge that the boundaries and danger areas have been explained to me.
5. **Emergency Recall** - I understand that in the event of danger or unfavorable conditions, the Cape Eleuthera staff will issue a recall of all water-based activities to the beach. This recall will be communicated verbally by the Cape Eleuthera staff positioned on or near the water. I will return immediately to shore when informed of a recall by a staff member, and I understand that there are no exceptions to this rule.
6. **Beaching the Boat** - I understand the boat may be beached only at designated areas at Cape Eleuthera and only when the beach attendant is in the water awaiting my approach.
7. **Intoxication** - I represent that I am not under the influence of alcohol, drugs, or medication, and I have the capacity to operate the boats and use the equipment in a safe manner.
8. **Damage to Boats or Equipment** - I agree to be personally liable for any damage to the boats or equipment and will pay in full (calculated at Cape Eleuthera's cost plus 10%) for the repair or replacement of any boat or equipment lost, stolen, or damaged while in my possession or control.

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### *NOTE*

*For your safety, please wear footwear at all times at Cape Eleuthera.*