

CHILD (6 years and over) AND ADULTS PARTICIPANTS

**Open Water Sports Park
operated by
*Bay Gardens Limited t/a Splash Island Water Park Saint Lucia***

**WATER SPORTS WAIVER, RELEASE FORM
AND MEDICAL RELEASE**

The use of the facilities at Bay Gardens Limited t/a Splash Island Water Park Saint Lucia (SIWP), an open water sports park located at Reduit Beach Gros Islet next to the Bay Gardens Beach Resort & Spa naturally involves the risk of injury or death.

In consideration for me/us and my/our child/children/ward/wards as named below participating in any way at SIWP, in its recreational activities and related events,

I/We who are the undersigned participants, hereby acknowledge, appreciate, accept and agree that:

1. The risk of injury or death from the activities involved in these water sports park recreational activities and related events are significant, include but are not limited to:
 - (a) voluntarily accepting and agreeing that inherent risks, dangers and hazards exists in the use by me/us or of my/our child/children/ward/wards of the SIWP facility and equipment and of me/our or my/our child/children or ward/wards participation in SIWP water sport park activities and related events;
 - (b) me/us or my/our my/our child/children/ward/wards participation in such water sport park equipment, activities and related events and/or use of its lockers, toilet & shower facilities and swings located on the grounds of its affiliates may result in injury or illness including, but not limited to bodily injury, disease, strains, sprains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability and loss of personal effects;
 - (c) me/us accepting and agreeing for me/ourselves and on behalf of my/our child/children or ward/wards that the risks and dangers listed above may be caused by the negligence of SIWP and its employees, servants, agents, affiliates, officers and officials; the negligence of the participants and visitors/non participants, the negligence of others, accidents, breaches of contract, the forces of nature, theft, burglary or other causes.
2. I/We understand and accept on behalf of myself/ourselves and on behalf of my/our child/children or ward/wards and any personal representatives, that risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, SIWP employee's decision making, including that SIWP and its employees servants, agents, affiliates, officers and officials may misjudge weather, currents and other acts of nature, risks of falling out of/or from waterborne equipment/apparatus, or drowning while participating in any water sports park activities and related events of SIWP in other risks, hazards and dangers that are integral to such water sports park recreational activities and/or use of equipment incidental or related thereto.

3. I/We understand accept and agree on behalf of myself/ourselves and on behalf of my/our child/children or ward/wards that in addition to the above there is a potential for permanent disability and death to me/ us and my/our child/children/ward/wards and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury or death to me or us and my/our child or ward does exist.
4. I/we and on behalf of myself/ourselves and my/our child/children/ward/wards, named below knowingly and freely assume all such risks listed above, both known and unknown, even if arising from the negligence of SIWP and its servants, agents, affiliates, officers and officials other participants or others, and assume full responsibility for my /our and my/our child or ward's participation.
5. I/We willingly agree to comply with and to make my/our child/children/ward/wards aware of the terms and conditions of this Water Sports Park Waiver, Release Form and Medical Release and any customary rules, terms and conditions for participation in water sport activities and related events.
6. I/WE, FOR MYSELF/OURSELVES AND ON BEHALF OF MY/OUR CHILD/CHILDREN/WARD/WARDS NAMED BELOW AND MY/OUR CHILD/CHILDREN/WARD/WARDS HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS SIWP AND ITS EMPLOYEES SERVANTS, AGENTS, AFFILIATES, OFFICERS AND OFFICIALS AND OTHER PARTICIPANTS, DESIGNERS, MANUFACTURERS OR INSTALLERS OF THE FACILITIES OR EQUIPMENT OF SIWP FROM ANY AND ALL CLAIMS, HOWSOEVER ARISING OUT OF MY/OUR OR MY/OUR CHILD/CHILDREN/WARD/WARDS' PRESENCE AND PARTICIPATION IN WATER SPORTS PARK ACTIVITIES AND RELATED EVENTS AT SIWP AND ITS AFFILIATES OPERATING IN THE LOCATION NAMED ABOVE INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, OR LOSS OF PERSONAL EFFECTS DUE TO THEFT AND BURGLARY OR OTHER CAUSE ARISING FROM THE USE OF ITS LOCKERS, TOILET & SHOWER FACILITIES AND SWINGS LOCATED ON THE GROUNDS OF ITS AFFILIATES, DAMAGE TO PERSON OR PROPERTY, OR ECONOMIC LOSS OR CLAIMS FOR ANY AND ALL INJURIES, DISABILITIES, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ECONOMIC LOSS WHETHER ARISING FROM THE NEGLIGENCE OF SIWP AND ITS EMPLOYEES SERVANTS, AGENTS, AFFILIATES, OFFICERS AND OFFICIALS AND OTHER PARTICIPANTS, DESIGNERS, MANUFACTURERS OR INSTALLERS OF THE FACILITIES OR EQUIPMENT OF SIWP OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY AND ALL ATTORNEY'S FEES, ATTORNEY'S FEES ON APPEAL AND TO INDEMNIFY SIWP FOR ALL OBLIGATIONS AND LIABILITIES RESULTING FROM SUCH CLAIMS.
7. I/WE HAVE READ THIS WATER SPORTS PARK WAIVER, RELEASE FORM AND MEDICAL RELEASE, REVIEWED IT WITH MY/OUR CHILD/CHILDREN/WARD/WARDS AND I/WE FULLY UNDERSTAND ITS TERMS, AGREE TO ABIDE BY THE TERMS HEREIN, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.
8. I/We attest that I/We and my/our child/children/ward/wards is/are 6 years of age or older and is/are physically and mentally fit, and sober and capable of

participating in water sports park and its related activities. I/We also waive and release the use of my/our child/children/ward/wards' and my/our photograph or likeness for any reason or purpose.

9. I/We state that I/we have read and understood the contents of this Water Sports Park Waiver, Release Form and Medical Release and understand, accept and agree that there are risks associated with the water sports park and its related activities and I/ we accept such risks on my/our own behalf and on behalf of my/our child/children/ward/wards whilst participating in such water sport park activities.
10. I/We certify that I/we am/are the parent(s) or legal guardian(s) of the child/children/ward/wards named below and I/we am/are entering into this Water Sports Park Waiver, Release Form and Medical Release both for my/our self/selves and as the parent(s) or legal guardian(s) for the child/children/ward/wards named below and that I/we also have authority to do so on behalf of the child/children/ward/wards.
11. I/We further agree that this Water Sports Waiver, Release Form and Medical Release shall be governed by the Laws of Saint Lucia without regard to any conflict of laws principles and that the High Court of Justice of Saint Lucia shall have exclusive jurisdiction in all matters touching and concerning this Water Sports Park Waiver, Release Form and Medical Release.
12. **MEDICAL RELEASE:** In the event that I/we/ am/are unable to be reached or unable to consent or give permission in an emergency, I/we hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, health centre, polyclinic or ambulance service to secure proper treatment, and to order anesthesia, for me/us and my/our child/children/ward/wards named below and we agree to bear the costs and expenses associated therewith.
13. **COVID-19 LIABILITY RELEASE:** SIWP in collaboration with the Ministry of Health and the Ministry of Tourism, has implemented new health and safety measures to protect our guests and our service members against the spread of Covid-19. These include physical distancing practices and enhanced sanitation.

Symptoms of COVID-19 include fever, fatigue, dry cough and difficulty breathing.

I agree to the following:

- I/we, nor members of my/our household(s), have not experienced any of the symptoms listed above within the last 14 days.
- I/we, nor members of my/our household(s), do not believe that I/we have been exposed to someone with a suspected and/or confirmed case of the Coronavirus (COVID-19).
- I/we, nor members of my/our household(s), have not been diagnosed with the Coronavirus (COVID-19) within the last 30 days.
- I/we am/are fully aware of the risks and hazards with respect to COVID-19 inherent in my/our attendance at this facility and participation in the activities at SIWP.
- I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I/we (or my/our child(ren)/ward(s)) may sustain as a result

of my/our participation in the activities at SIWP, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

- I/we agree to abide by (and ensure that the child(ren)/ward(s) abide by) the physical distancing and sanitation procedures instituted by SIWP in accordance with Ministry of Health and Ministry of Tourism Regulations.

14. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL PERSONS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

MY/OUR CHILD OR WARD IS ALLERGIC TO THE FOLLOWING MEDICATIONS:

Name of child/ward:

MEDICATION:

INSERT HERE ANY OTHER INFORMATION WHICH MEDICAL AUTHORITIES SHOULD BE AWARE OF IN THE EVENT OF AN EMERGENCY:

15. I/We understand and accept that SIWP reserves the right to deny participation to any person who in its opinion has not satisfied the criteria for participation or during participation poses a risk to themselves or other SIWP patrons.

PRINT CHILD/WARD NAME

PARENT/GUARDIAN SIGNATURE:

PRINT NAME PARENT/GUARDIAN

Driver's Lic/ID#/other/exp

ADULT SIGNATURE:

PRINT NAME OF ADULT

Passport #/Driver's Lic/ID#/other/exp

Contact #