

ROATAN TOURS: WAIVER OF LIABILITY

Warning:

By signing this agreement, you give up the right to sue for any injury or damages

Howsoever caused, Roatan, LLC, of Roatan, Honduras (hereinafter referred to collectively as "Roatan.Tours") and owners, subsidiaries, employees, representatives, officers, and agents (hereinafter referred to collectively as "Employees"). I, _____ hereby sign this agreement on behalf of myself, my child, my personal representatives, heirs and assigns. Child (ren)'s

Name(s): _____

1. I agree as a precondition to my participation in an animal viewing, water activity, land based activity, a petting zoo or field trip or Spend the Day, Birthday Party (hereinafter referred to collectively as The Event") event organized by Roatan.Tours and or its Employees, conducted by the Roatan.Tours or its Employees, and in further consideration of Roatan.Tours allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to collectively as "This Agreement")

2. I acknowledge that animal encounters, water & land based activities, and petting zoo activities involve inherent risks that may cause serious injury and possibly death to participants.

3. I fully understand the risks and dangers associated with my child's (or my personal representative, heirs or assigns) participation, in The Event, and accept the same entirely at my own risk.

4. I hereby waive any and all claims, which I may have against Roatan.Tours, and/or its Employees, and release Roatan.Tours and its Employees from all liability for injury, death, property damage, or any other loss sustained by me or my child (or the child I am representing) as a result of my/their participation in The Event, due to any cause whatsoever including, without limitation, negligence on the part of Roatan.Tours or its Employees, for any and all legal fees (on a solicitor and his own client basis) or costs, which may be incurred in defending any lawsuit or claim I may bring against them.

5. I appreciate that This Agreement applies whether Roatan.Tours is at fault or not and it limits the liability of The Employees to the same extent as it limits the liability of Roatan.Tours even though The Employees are not formal parties to This Agreement.

I understand, further, that Roatan.Tours in securing execution of This Agreement by myself is acting as agent or trustee on behalf of or for the benefit of The Employees who shall to this extent be or be deemed to be parties to This Agreement.

I have read and understand this agreement, I understand that this document contains a promise not to sue Roatan.Tours or The Employees and release and indemnify same for all claims.

SIGNATURE OF PARENT/GUARDIAN

DATE ATTENDING:

WITNESS: _____