

Little French Key Resort Release Agreement

All members of your party must sign this release agreement prior to enjoying your stay at Little French Key Resort. If there are any members that are under the age of 18, a parent or guardian must fill out a separate release on their behalf and sign it. Anyone under the age of 18 must be accompanied by their parent or guardian at all times.

This document hereinafter referred to as "Release Agreement" pertains to **Little French Key Resort**, Roatan, Honduras, and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as "the Releases").

In this Release Agreement, the term "**Water Activities**" includes all activities related to swimming, snorkel tours, kayaking, paddle boarding, jumping off the ropes, running, slipping, and falling. The term "**Animal Activities**" includes all organized interactions with the animals at the center such as swimming with pigs and horseback swimming, as well as all spontaneous contact with all resident animals located on the facility both enclosed and free-living, including but not limited to monkeys, pigs, horses, and peacocks.

I acknowledge that I am entering into a rental agreement with **Little French Key Resort** for "**Equipment**" including snorkel gear, kayaks, paddleboards, paddles, life jackets, and beach lounge chairs. I accept full responsibility for the Equipment rented and agree to pay for any damage to the equipment and replace it at full retail value if not returned by the closing on the agreed date of contract.

I acknowledge that I have been advised to wear an approved personal flotation device during any Water Activities and assume personal responsibility for any risks to myself and/or property during said activities.

I am aware that **Water Activities** and **Animal Activities** involve many risks, dangers, and hazards including, but not limited to:

- Accidents which occur during transportation to and from the location of Water Activities
- Slip and falls while getting into or out of the Equipment
- Overturning of the Equipment
- Loss of balance
- Impact, collision with, or entrapment by trees, logs, deadfall, boats, equipment, or other participants
- Hypothermia
- Drowning
- Changing and inclement weather conditions, including storms, high wind, high waves, and lightning
- Encounters with domestic or wild animals
- Failure of the Equipment

- Negligence on the part of other participants
- Negligence on the part of **Little French Key Resort**, including the failure of the Resort to safeguard or protect me from the risks, dangers, and hazards of participating in the Water Activities or using the equipment.

I am fully aware of the risks, dangers, and hazards associated with the Water and Animal Activities and freely accept and fully assume all such risks, dangers, and hazards, including the possibility of personal injury, death, property damage, or loss resulting therefrom. This document serves as a release of liability, waiver of claims, and indemnity agreement between the signatory and **Little French Key Resort**.

In consideration of the Resort agreeing to my participation in the Water and Animal Activities and permitting my use of their services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- To hold harmless and indemnify the resort for any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in the Water Activities, Animal Activities, or use of the Equipment.
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
- This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province or territory where the activities take place and no other jurisdiction.
- Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the activities take place and shall be within the exclusive jurisdiction of the courts of that province or territory.
- In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Resort with respect to the safety of participating in the Water Activities, Animal Activities, or use of the Equipment, other than what is set forth in this Release Agreement.
- I confirm that I have read and understood this Release Agreement prior to signing it, and I am aware that by signing this Release Agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns, and representatives may have against the Resort.
- I also acknowledge that **Little French Key Resort** is not responsible for any lost or stolen items while visiting and during our stay at the resort.

Release of Liability - Little French Key Resort

First Name (required): _____

Last Name (required): _____

Email (required): _____

Release of Liability

I have read & agree to the official Release of Liability put forth by Little French Key Resort.

Signature (required): _____

Please type the full name of the person this form is a release for:

Date (required): _____

If you are a parent/guardian signing on behalf of someone under the age of 18:

I certify that I am the parent/guardian of the participant listed above.

Name of Parent/Guardian:

First Name: _____

Last Name: _____

Signature of Parent/Guardian: _____

Please type the full name of the parent/guardian:

Date: _____

This form must be signed by all members of your party, or by a parent/guardian for those under 18, before participating in any activities at Little French Key Resort.