

RELEASE OF LIABILITY, ASSUMPTION OF RISK & ACKNOWLEDGMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

By signing this document, you waive important legal rights, including the right to sue. If you do not understand any part, please ask before signing. Furthermore, you understand that you have a duty to exercise reasonable care for your own safety and you agree to do so.

1. EXCURSIONS COVERED

This waiver applies to all Creole Travel Services sea and land excursions, specifically including:

- Chartering, snorkeling, diving, deep sea fishing, sailing, sightseeing (boat and land)
- Boat transfers, embarkation/disembarkation
- Marine park and island visits, nature trails, guided/wildlife walks, biking, and ground tours
- Use of equipment: snorkel gear, bikes, safety vests, and related accessories

2. RISKS ACKNOWLEDGED

I fully acknowledge and assume that participation involves risks, including but not limited to:

- **Seasickness**, motion illness, dehydration
- **Injury at sea or on land** (drowning, animal encounters, slips/falls, trail or boat accidents, equipment-related incidents)
- **Equipment/surface injuries** (corner edges, splinters, varying surface heights, slips/trips)
- **Adverse weather/natural conditions** (rough seas, storms, heat, rain, difficult terrain)
- Delayed emergency care and limited immediate medical facilities
- Increased or unique risks for children, persons with disabilities, or pregnant persons

Note: This waiver does not exclude CTS's liability for gross negligence, including injuries from unmaintained equipment or unsafe vessel surfaces.

3. MEDICAL AND FITNESS DECLARATION

- I confirm I am physically and mentally fit to participate, and, if applicable, declare any **disabilities, pregnancy, or relevant health conditions** below.
- For private sea excursions, pregnant women over **28 weeks** must provide current medical certification clearing participation.
- **Pregnant women and children under 2 years** are not permitted on any shared sea excursions; all minors (under 16) require adult supervision and guardian consent.
- I will follow all safety instructions and disclose any relevant medical needs. The crew reserves the right to refuse participation to any passenger for reasons stipulated above.

Relevant Conditions/Allergies/Medications: _____

4. RELEASE OF LIABILITY & INDEMNITY

- I release and discharge Creole Travel Services, its employees, agents, and associates from all liability for injury, illness, harm, loss, or death arising from my participation, **except in cases of gross negligence or willful misconduct** (e.g., improper maintenance of equipment or unsafe conditions).
- I waive claims related to seasickness, pre-existing conditions, or unavoidable incidents from natural or environmental causes.
- I accept responsibility for loss or damage to equipment caused by my own negligence.
- I indemnify Creole Travel Services against third-party claims arising from my participation unless due to operator negligence.

5. EMERGENCY & INSURANCE ACKNOWLEDGMENT

- I acknowledge emergency medical response may be delayed and that evacuation/medical costs are my responsibility.
- I confirm I have, or will arrange, appropriate travel or health insurance

6. GOVERNING LAW

This agreement is governed by the laws of the Republic of Seychelles. Disputes will be resolved in Seychelles courts.

7. ACKNOWLEDGMENT & SIGNATURE

I have read, understood, and voluntarily agree to all of the above terms and had the opportunity to ask questions.

Full name: _____ **Signature:** _____ **Date:** _____

(If minor: Parent/Guardian Full Name & Signature: _____)