

**VOLUNTARY RELEASE, WAIVER AND COVENANT
NOT TO SUE AND LIABILITY INDEMNITY AGREEMENT**

To: **CALYPSO CHARTERS LTD. (all hereinafter referred to as “the Tour Operator”)**

I, the undersigned person (hereinafter referred to as the “Tour Guest”), have specifically selected and requested the scheduling and/or arrangement of the Tour(s) promoted and/or provided by the Tour Operator in which I wish to participate.

I understand that the tour(s) may have specific considerations and requirements. I understand and agree that such considerations, requirements and/or danger associated with the tours are in no way connected to or associated with the Tour Operator. As such I, the undersigned, for myself, my personal representatives, heirs, spouse, successors and assigns, **DO HEREBY:**

1. **RELEASE, DISCHARGE, ACQUIT AND FOREVER COVENANT NOT TO SUE** the Tour Operator and/or any other person and/or entity with interest in the Tour Operator and each of their respective officers, directors, shareholders, members, agents, managers, and employees from any and all claims, demands, actions, executions, judgments, or liability, present or future which I have or may have had against the Tour Operator or any other person or participant for any foreseen or unforeseen bodily and personal injuries and/or property damage and the consequences arising from, or to arise from, any accident, casualty, death or force majeure or event occurring from any cause whatsoever during the activities I specifically selected, wished to participate in, and asked the Tour Operator to schedule and arrange including but not limited to any act of negligence, any failure to act, or any act of strict liability of the Tour Operator, or any other person or participant, involved in the tour or the arranging or scheduling of same.
2. **COVENANT** to hold the Tour Operator harmless and indemnify the Tour Operator from any claim, demand, action, execution, judgment, liability, or expense, present or future, which the Tour Operator may incur hereafter arising out of my participation in the tour(s), selected activities or otherwise.
3. **UNDERSTAND** that my selection of a particular tour(s) may contain **DANGER AND RISKS**; that conditions of the tour change from time to time and may become more hazardous. **I APPRECIATE AND VOLUNTARILY ELECT TO ACCEPT AND ASSUME ALL DANGER AND RISKS** connected with my selection of the tour and participation in same.
4. **ACKNOWLEDGE** that I will comply with each and every rule and regulation, and in particular all safety rules, that may be explained to me by the representatives of the tour. **I ASSUME ALL RISK** for myself and assume all liability to others for failure to comply with the safety rules and regulations. I agree to be responsible for any and all costs and expenses including, but not limited to, medical expenses resulting from injury to me and others where caused by my failure to comply with safety rules and regulations.

5. I am not an agent, servant or employee of the Tour Operator and no oral representation or inducements have been made to me to procure my signature of this document. No wavier of any provision of this release has been made to me and I understand and agree that none would be effective.
6. **AGREE** that this document shall be effective as of the date of my signature below and remain so at any other date or time thereafter when I participate in said tour(s) or activities as arranged by the Tour Operator and is expressly intended to apply to any event, incident, injury, accident or death occurring while on the tour(s) or activities.
7. I understand that it is not the purpose or intent of the Tour Operator to teach safety rules; that the Tour Operator is not serving as the guardian of my safety on the tour; and that this **VOLUNTARY RELEASE, WAVIER, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT** is intended to be as broad and as inclusive as permitted by the laws of Anguilla and is to be construed according to the said laws of the island of Anguilla.
8. If any portion of this document is held invalid, I agree that the balance shall, notwithstanding the partial invalidity, continue in full legal force and effect.
9. I further release the Tour Operator from any and all damage or claim whatsoever on account of first aid, treatment, or service rendered me, (or which the tour representatives fail to render to me) while on the tour(s) or elsewhere, arising from any event, incident, injury, or accident sustained on the tour(s) or elsewhere.
10. I affirm that I am of lawful age and legally competent to sign this document and acknowledge I have carefully read it, I understand that the terms of this document are contractual and not a mere recital, I understand the potential dangers of engaging in the tour(s) or activities, I have signed this document as my own free act and deed, and that this document is binding upon my heirs, successors and assigns.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Print Name: _____ **Signature:** _____

Print Name: _____ **Signature:** _____

Print Name: _____ **Signature:** _____

Print Name: _____ **Signature:** _____

Date: _____ **Witness:** _____