



INDEMNITY, WAIVER AND RELEASE AGREEMENT

I, _____ understand and agree, warrant and covenant that I shall voluntarily be residing as a guest at the vacation rental property located at White Bay, Jost Van Dyke, British Virgin Islands (the **Property**) owned by White Bay Development Projects Limited and managed by Bangkirai Group Limited (collectively referred to as, the **Companies**, which expression shall include all successors and assigns). Occupation of the Property is conditional upon me entering into this indemnity, waiver and release agreement (the **Agreement**).

I acknowledge on behalf of myself and any member of my family under the age of eighteen (**Family Members**) and my and their respective heirs and personal representatives that there are certain inherent risks and dangers associated with the Property and its Caribbean setting. I acknowledge that some of these risks cannot be eliminated, regardless of the care taken.

I also acknowledge the existence of the following specific risks associated with the Property and that the below list is not intended to be exhaustive:

- 1 An unsupervised and unfenced plunge pool, which may present a risk of drowning.
- 2 An electrically operated moving staircase, which may present a trip hazard and a risk of injury.
- 3 Handrails on the upper deck that are constructed of stainless-steel cable, which may present a risk of falling, particularly for children.

In consideration of being permitted to occupy the Property and use the leisure facilities associated with the Property (the **Facilities**), I agree on my own behalf and on behalf of any members of my family under the age of eighteen, as follows:

- 1 At all times, I agree to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given by the Companies' staff. I also agree to comply with all relevant laws and statutory provisions of the British Virgin Islands.
- 2 I accept that I am solely responsible for my safety and that of any Family Member and I accept that the occupation of the Property and the use of the Facilities is at my sole risk.
- 3 In connection with and in consideration of the permission granted by the Companies to occupy the Property and use the Facilities on the terms of this Agreement, I agree on my own behalf and on behalf of any Family Member that, to the maximum extent permitted by law, we and our respective heirs, personal representatives, successors and assigns do not and shall not have, any claim or right of action or cause of action arising out of, or in connection with the occupation of Property by me or any Family Member, or the use of the Facilities by me or any Family Member, whether under common law (including tort), contract, statute or otherwise, and whether such claim is, or could be, known to the parties or in their contemplation at the date of this Agreement in any jurisdiction (**Claim**) against the Companies or their respective employees, shareholders, members, officers, directors, agents, advisors and any affiliated company or entity and their respective employees, shareholders, members, officers, directors, agents, successors and advisors (**Connected Persons**) in connection with the occupation of the Property and any use of the Facilities.
- 4 To the extent that any such Claim exists or may exist, I and my heirs, personal representatives, successors and assigns irrevocably waive such Claim and release and forever discharge the Companies and their



respective Connected Persons from any and all liability whatsoever in respect thereof and, without prejudice to the foregoing, irrevocably acknowledge and agree that the Companies and their respective Connected Persons shall have no liability whatsoever in respect of any such Claim.

- 5 I hereby agree to abide by and comply with the applicable policies and procedures in respect of the occupation of the Property and use of the Facilities as may be notified or advised to me from time to time and, to the maximum extent permitted by law, I and my heirs, personal representatives, successors and assigns shall indemnify and hold harmless the Companies and their respective Connected Persons in respect of any and all Claims (including third party claims), liabilities, losses, fines, penalties, costs, damages and/or expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) which may arise from my negligence or that of any Family Member, the occupation of the Property and use of the Facilities by me or any Family Member, the breach by me of this Agreement and/or the contravention by me or any Family Member of such policies and procedures.
- 6 I warrant and represent to the Company that I do not have and neither does any Family Member have any medical condition, injury or ailment (other than a medical condition, injury or ailment which has been fully disclosed to the Companies in writing prior to the date of this Agreement) which would impair or render unsafe or inadvisable my/their attendance at and/or use of the Facilities or occupation of the Property.
- 7 I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the British Virgin Islands and that if any provisions of this Agreement shall be found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 8 This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands and shall be subject to the exclusive jurisdiction of the courts of the British Virgin Islands.

By my signature below, I confirm that I have signed this Agreement voluntarily, that I am of lawful age and legally competent to sign this Agreement for myself and/or for of any members of my family under the age of eighteen (as the case may be) and further that I have read and understand the foregoing in its entirety and agree to the terms and conditions attached to the occupation of the Property and use of the Facilities.

(Signature)

(Print name)

(Date)

List family members under the age of eighteen:

