

# NINAMU RESORT

## AGREEMENT FOR WAIVER, RELEASE & ASSUMPTION OF RISKS (Page 1 of 2)

### **FOR EACH GUEST OVER THE AGE OF 18**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

### **FAMILY MEMBER NAMES UNDER AGE 18**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

### **ADDRESS & EMERGENCY CONTACT**

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

I, the above named individual (or individuals), on my own behalf and on behalf of my minor children, if any, enter into this Agreement for Waiver, Release and Assumption of Risks ("Agreement") in consideration of the services and accommodations provided by Ninamu Resort ("Ninamu Resort") located on the Island of Taravau on the Tikehau Atoll (the "Island"), and I hereby agree as follows:

**VOLUNTARY STAY AND ACTIVITIES.** I acknowledge and understand that I have voluntarily chosen to stay on a remote island. I further acknowledge and understand that a variety of recreational activities may be available during my stay on the Island, whether on the Island itself or on other nearby islands, or in the ocean surrounding the Island. Such activities may include, but are not limited to, surfing, swimming, scuba diving, snorkeling, boat tours, air tours, parasailing, water craft rentals, fishing, sight seeing, exercising, and participating in sports, games or leisure activities, along with a variety of similar or related activities. I further acknowledge and understand that any activities I engage in during my stay are at my sole choice and discretion.

**ASSUMPTION OF RISKS.** I acknowledge and understand that a stay on a remote island and the wide variety of recreational activities available thereon may be hazardous and dangerous. Island recreational activities may require strenuous exercise and various degrees of skill and experience. In addition, water conditions may be hazardous, dangerous and unpredictable. I understand that serious injury to the person and damage to property may result. I also understand that these risks, hazards and dangers are further increased when other persons, whether of the same level of experience or skill or not, are using the same facilities. I further acknowledge and understand that no amount of care, caution, instruction, experience, or expertise can eliminate the dangers associated with island and water activities, and that the remote location of the Island further increases the dangers, hazards and risks. I am aware of the risks, hazards and dangers of personal injury, death and disability inherent therein. I acknowledge that I have been advised to take all available precautions during my stay on the Island, including while engaging in recreational activities. I am aware that there will be no supervision.  
**I VOLUNTARILY, EXPRESSLY AND IRREVOCABLY ASSUME ANY AND ALL SUCH RISKS.**

**RELEASE OF CLAIMS/INDEMNITY/AGREEMENT NOT TO SUE.** In consideration for the services and accommodations provided by Ninamu Resort, I hereby agree to release and forever discharge Ninamu Resort and Ninamu Resort French Polynesia, its principals, agents, contractors, employees, officers, directors, trustees, affiliates, parents, subsidiaries, successors, assigns, licensees, and all other persons or entities on its behalf (collectively, "Affiliated Parties"), from any and all claims, actions, damages, liability, costs or expenses and attorneys' fees which are related to, arise out of, or are in any way connected to my/my minor child's stay on the Island or boat or equipment rentals from Ninamu Resort or participation in recreational activities on, around or nearby the Island, whether or not such activities are organized by Ninamu Resort, and whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of Ninamu Resort. I agree to hold harmless and indemnify Ninamu Resort and its Affiliated Parties from any and all liability for damage to any third party resulting from my/my minor child's stay on the Island or participation in recreational activities. By this Agreement, I intentionally surrender and waive any right to sue or exercise any legal right to seek damages from Ninamu Resort or its Affiliated Parties. This Agreement is effective and binding upon my heirs, agents, personal representatives, executors, legal representatives and assigns.

# NINAMU RESORT

## AGREEMENT FOR WAIVER, RELEASE & ASSUMPTION OF RISKS (Page 2 of 2)

**REMOTE MEDICAL TREATMENT.** I understand that the Island is a remote, undeveloped island, Ninamu Resort does not provide medical services, and medical facilities do not exist on the Island. If I am injured, I understand that I will have to be transported to mainland Tahiti to receive medical services, that Ninamu Resort does not provide such transportation, that I will need to make my own arrangements to obtain transportation to mainland Tahiti in the event I am injured or need medical treatment, and that arrangements for such transportation can be made with third parties in advance of a stay on the Island. Notwithstanding the foregoing, I hereby expressly consent to receive first aid, medical treatment, or any other services rendered to me in the event of an injury, accident, or illness (hereinafter "Emergency Medical Services") during my direct or indirect involvement with recreational activities on, around or nearby the Island and I hereby agree, on behalf of myself, my heirs, agents, personal representatives, executors, legal representatives and assigns, to hold harmless Ninamu Resort from any and all losses, claims, actions, demands, proceedings, or causes of action of any kind and character which may arise directly or indirectly out of such Emergency Medical Services. I hereby certify that I am not aware of and do not suffer from any physical infirmities, psychological conditions or chronic illnesses that will affect my ability to engage in recreational activities of my choosing, and I assume the risk of any medical or physical condition I may have.

**INSURANCE.** I understand and accept that Ninamu Resort does not provide medical, disability, product liability, life, personal, accident, general liability or other insurance for any accident, injury, loss, or death which may arise from my engaging in recreational activities or during my stay on the Island. I hereby waive any and all claims, rights or benefits I may have from any adjacent, accessory, component, or individual insurance policy. I certify that I have adequate insurance covering damage I may cause or suffer while participating in recreational activities or, if I do not have such insurance, I agree to bear the cost of such injury or damage myself. I affirm that I have made adequate future provisions for myself, my spouse, and/or my children, if any, and any other heirs, dependents and family so that in the event of my injury, incapacity, disability, or death, they will suffer no recoverable loss.

**SEVERABILITY.** If any provision of this Agreement is held to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, but will remain binding and enforceable.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes any and all prior oral and written agreements, understandings, commitments, and practices between the parties, including advertising materials and brochures. This Agreement may only be modified or amended in writing signed by you and an officer of Ninamu Resort.

**JURISDICTION/VENUE.** I hereby agree that any and all claims, suits, disputes, demands, or actions of any kind whatsoever arising from or in connection with this Agreement shall be commenced, filed, and litigated, if at all, before a court of proper jurisdiction located in Tahiti. I further agree that in the event any claim, suit, dispute, demand, or action is filed in a location other than Tahiti, it shall be moved to Tahiti at the option of Ninamu Resort. I further agree that this Agreement shall be interpreted and constructed under the laws of Tahiti. I acknowledge and understand that I am free to seek independent advice or legal counsel of my own choosing before signing this Agreement.

**READ THIS DOCUMENT BEFORE SIGNING:  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS  
AND WILL BAR YOUR RIGHT TO SUE**

I hereby certify that I am over 18 years of age. I have carefully read the foregoing and acknowledge that I understand and agree to all of the above terms and conditions. I have had the opportunity to ask questions regarding this Agreement and the effect of the same. **I AM AWARE THAT BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I MAY HAVE OR POSSES.**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_