

Liability Form

Liability release and assumption of risk management

1. Eye Sea Bonaire is a private limited liability company (hereafter: Ltd.) which aims among other to organize tours on water by making use of a boat. The guest is the natural person or the legal person that gives Eye Sea Bonaire Ltd. the order to carry out a tour or anything else which requires to make use of the boat of Eye Sea Bonaire.

2. The liability form applies to all services performed or to perform by Eye Sea Bonaire Ltd. and on all legal relationships arising therefrom or related thereto. The liability form needs to be signed by the guest before or when they have entered the boat of Eye Sea Bonaire.

3. The guest understands and agrees that neither Eye Sea Bonaire Ltd. nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as 'released parties') may be held liable or responsible in any way for an injury, death or other damages that may occur as a result of being a guest of Eye Sea Bonaire Ltd. or as a result of the negligence of any part, including the released parties, whether passive or active.

4. In consideration of being allowed to make use of the boat, while being a guest of Eye Sea Bonaire Ltd., the guest hereby agrees that he or she personally assumes all risks in connection with sailing on a boat and the participation of a tour on the boat of Eye Sea Bonaire Ltd.

5. The guest releases Eye Sea Bonaire Ltd. and all released parties from any claim or lawsuit by the guest, the family, the estate or heirs of the guest.

6. The guest understands that by agreeing to be on the boat of Eye Sea Bonaire Ltd. there are certain risks that can occur such as among other but not limited to drowning, accidents and physical problems. The guest expressly assumes the risk of any injuries and will not hold Eye Sea Bonaire and/or the released parties responsible.

7. The guest takes full responsibility for his or her own actions and safety while being in and around the boat of Eye Sea Bonaire Ltd. and/or participating

on the tour and/or making use of transportation or other services provided by Eye Sea Bonaire Ltd.

8. At first request of the guest Eye Sea Bonaire Ltd. will offer life vests and all other material needed by the guest to ensure the guests safety. It is the responsibility and the obligation of the guest to ask and make use of the safety material that is present on the boat of Eye Sea Bonaire.

9. The guest understands that all reef areas, coral, fish and other organisms around the territory of Bonaire are fully protected by law. The guest understands that it is a criminal offence to carry a spear gun, to deface, destroy, pollute, injure or molest any reef or reef organism and that failure to comply with such laws will result in imprisonment fines and/or expulsion of Bonaire.

10. The guest states that he or she is of lawful age and legally competent to sign this liability release form or that the guest who is underaged has acquired the written consent of his or her parent or legal guardian.

11. The guest understands that the terms herein are contractual and not a mere recital and that the guest signs this liability form out of his or her free act and with the knowledge that the guest hereby agrees to waive all legal rights. The guest further agrees that if any provision of the liability form is found to be unenforceable or invalid, that provision shall be severed from the liability form. The remainder of the liability form will then be construed as though the un-enforceable provision had never been contained herein.

12. The liability form is drawn up in the Dutch language. On the relationships between Eye Sea Bonaire Ltd. and her guest is the Dutch law from the Caribbean part of the Netherlands (BES-law) applicable. Only the Dutch Caribbean judge will be competent to take notice of any disputes that can emerge between Eye Sea Bonaire Ltd. and the guest. A dispute between Eye Sea Bonaire Ltd. and its guests must at all times first be presented to the Court in Kralendijk in Bonaire.

(NAME)

by this instrument agrees to exempt and release Eye Sea Bonaire Ltd. and all related entities as defined above from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the released parties, whether passive or active. I have fully informed myself and my heirs of the contents of this liability release and assumption of risk agreement by reading it before I signed it on behalf of myself and my heirs.

Signature:

Signature parent/guardian:
(when applicable)

Date: