



ACKNOWLEDGEMENT, AGREEMENT AND RELEASE — READ BEFORE SIGNING —

I agree, on behalf of myself and the members of my traveling party listed below, to assume all risks incidental to use of any offering or amenities ("The Amenities") and participation in the Activities (which risks may include, among other things, any form of allergies, food/drink/vegetation/animal or otherwise, bodily injury, airborne illness, virus, including cranial, muscle or soft tissue injuries and broken bones, drowning, or death) and, on my own behalf and on behalf of the members of my traveling party and on behalf of my and their heirs, executors and administrators, to release and forever discharge ARDASTRA GARDENS & WILDLIFE CONSERVATION CENTRE along with its parent company, subsidiaries, related and affiliated companies at every tier, and the officers, directors, employees, agents, representatives, successors and assigns of each of the aforesaid entities ("Resort Parties"), of and from all liabilities, claims, actions, damages, costs or expenses, of any nature arising out of or in any way connected with our participation in the Activities, and further agree to indemnify and hold each of the Resort Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including but not limited to, all attorneys' fees and disbursements.

I further understand that this Release and Indemnity Agreement includes any claims based on the negligence, action or inaction of any of the Resort Parties and covers bodily injury (including death) and property damage, whether suffered by me or my traveling party before, during or after such participation. I further authorize medical treatment for myself and family members or others, at my cost, if the need arises.

I agree that any claims I may have against ARDASTRA GARDENS & WILDLIFE CONSERVATION CENTRE resulting from any events occurring in The Bahamas shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas, and further, I irrevocably agree to the Supreme Court of The Bahamas as the exclusive venue for any such proceedings whatsoever.

I represent and warrant that I have authority to sign this document on behalf of myself and the members of my traveling party. My signature below acknowledges that I have read and understood the foregoing and knowingly and voluntarily agree to all the terms of this release.

In addition, I agree that any claim, demand, or action against any other entity alleged to have owned, operated, or marketed ARDASTRA GARDENS & WILDLIFE CONSERVATION CENTRE or any affiliated entity or venue thereat, or that is alleged in any way to be responsible for any claim related to ARDASTRA GARDENS & WILDLIFE CONSERVATION CENTRE or our transportation thereto, such other entity shall be deemed a "Resort Party" entitled to the same rights, protections, immunities and benefits of any party including but not limited to the forum selection agreement contained herein.

The collection and use of personal information on this form is subject to the privacy policy of ARDASTRA GARDENS & WILDLIFE CONSERVATION CENTRE.

PRINT NAME _____ **SIGNATURE** _____ **DATE** _____

PRINT NAME _____ **SIGNATURE** _____ **DATE** _____

PRINT NAME _____ **SIGNATURE** _____ **DATE** _____

PRINT NAMES OF FAMILY MEMBERS OR OTHERS IN MY GROUP UNDER AGE 18 YEARS:

