



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, I WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. I ALSO ACKNOWLEDGE AND AGREE THAT THIS WAIVER COVERS ANY AND ALL MEMBERS OF MY PARTY FOR THE DURATION OF OUR STAY AT SCYC.

In this Agreement, the term “water sport and other resort activities” shall include but is not limited to: wading, biking, swimming, snorkeling, scuba diving, boating, fishing, hiking, canoeing, kayaking, paddle boarding, and all activities, services and use of facilities and equipment either provided by or arranged by STANIEL CAY YACHT CLUB, LTD., a company incorporated under the laws of the Commonwealth of The Bahamas (hereinafter collectively referred to as (“SCYC”).

I am aware that participation in water sport and other resort activities involves many risks and that SCYC is not responsible for predicting whether any given area is safe for use or travel. The area used for water sport and other resort activities, including the island of Staniel Cay and the areas surrounding it, is uncontrolled and unmarked. I accept full responsibility for my own safety and that of all members of my party and agree that neither SCYC nor anyone associated with SCYC bears any of said responsibility. I am responsible for inspecting the condition of skiffs, bikes, paddleboards, kayaks, snorkel gear and all other equipment provided by SCYC and hereby release SCYC and any owners, officers, managers, and staff of SCYC from any liability in this regard.

In consideration of SCYC allowing me to participate in water sport and other resort activities as defined in this Agreement, I hereby agree as follows:

1. TO HOLD HARMLESS AND INDEMNIFY SCYC AND ALL PERSONS ASSOCIATED WITH SCYC from any and all liability for any property damage or personal injury to myself, my party, and to any third party resulting from my participation in water sport and other resort activities.
2. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
3. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Commonwealth of the Bahamas and no other jurisdiction.
4. Any litigation involving the parties to this Agreement shall be brought solely within the Commonwealth of the Bahamas and shall be within the exclusive jurisdiction of the Courts of the Commonwealth of the Bahamas. In entering into this Agreement I am not relying on any oral or written representations or statements made by SCYC with respect to the safety of water sport and other resort activities, other than what is set forth in this Agreement.

ACTIVITIES AGREEMENT

I, the undersigned “user” of the equipment provided by SCYC (including skiff, motor and all accessories, kayaks, paddle boards, paddles, bicycles, etc.) agree as follows:

1. To return all equipment as originally received
2. To inform management of any damaged or lost equipment while in my possession and to pay to repair or replace such equipment.
3. That the price of such repairs or replacement will be determined by SCYC based on local prices and costs which may be significantly higher than in the U.S.

SCYC provides skiffs, paddle boards, kayaks, and bikes to all Guests if desired. This equipment is expensive to acquire and to maintain. Orientation will be provided upon your arrival if requested, however, caution and common sense should govern the use of all equipment at all times. Further instruction is available upon request at no additional cost. If uncertain about the operation of the skiff or other activities, or waters, guests can have a guide arranged for an additional fee. Damage to vessels, engines, or other vessel parts, other SCYC equipment or accessories is the responsibility of the Guest and by signing below the Guest agrees to be financially responsible for such damage as per the below lists.

Propeller \$200 for 17+ skiffs

Hull holes in gel-coat on sides or bottom – will be quoted by local repairman at cost

Engine \$2700 replacement cost for 30hp, \$6500 for 90hp. Engine repairs will be quoted by local repairman at cost

Wooden bench seats and bow cover (\$50) Oar (\$50)

Bimini Top, Throttle, Steering – at replacement cost

Anchor and anchor lines (\$75,\$50)

Bow line (\$50)

Boarding Ladder (\$200)

Paddle Board or Kayak (\$1500), paddle (\$100)

Umbrella (\$135)

VHF Radio (\$200)

Seat Cushions (1 per person, \$25)

Life Jackets (1 per person, \$35)

Daily Return Procedure:

SKIFF

When returning your skiff each day, secure both the bow and stern of your skiff with either anchor or line. Ensure the anchor is set firmly and that your skiff will not contact docks, other boats, or rocks. Inform a manager that you have returned and advise where you have secured the skiff.

All of the above items should be present in your skiff EVERY DAY you use the boat, and upon the final return of the boat. Portable VHF radios and gas tanks are removed by our staff from all skiffs every day for charging and safe-keeping. Make sure your portable VHF radio works properly before departing each day.

Each day, skiffs will be prepared and available for use between 9 a.m. and 10 a.m. If you wish to have a skiff ready earlier, this can be arranged. Please see a manager. Skiffs must be returned by 4:30 p.m. daily.

Upon final return of the skiff at the end of your final “boat day”, please allow enough time to go over the above checklist with the Activities Coordinator or a Manager.

SKIFF BOUNDARIES

The Explorer Chart given to you at check-in represents the limits of your permitted boating zone. Any requests to go outside this zone will be considered on a case-by-case basis and weather permitting. For your safety, please be diligent.

KAYAKS, PADDLE BOARDS, PADDLES

Always return to the rack or storage area after each use and ensure that these items are never left below the high tide line. Never leave these items on rocks or rocky shore. Children using these items must be supervised at all times by an adult.

BIKES

Return to designate bike storage area daily after each use.

PACKAGE PLAN TERMS AND CONDITIONS

MEALS

Three meals per day, per person are included with the package plan for each paid “day”. Lunch and dinner are included on the day of arrival. Breakfast is included on the day of departure. Other meals on arrival and departure days are not included, and a la carte pricing will apply. There are no menu restrictions for package plan guests however the following rules apply:

A maximum of one entrée per person can be ordered at each meal. Appetizers, starters, extra sides, etc. are not included and will be charged to the room.

Skipped or missed meals do not carry forward and no credit is accrued for this. One soft drink per meal is included. In addition, coffee is included with breakfast and dinner.

Unused soft drinks from prior meals do not carry forward to future meals and no credit is accrued in this instance.

Lunch menu items may be ordered at dinner time in lieu of a dinner entrée however there is no credit given for this substitution.

BOX LUNCHES

Many guests take advantage of our pre-made “boxed lunches” to maximize their time out on the water. These are included in the package plan and simply take the place of an “ordered” lunch that day. Box lunches can be ordered at dinner the night prior or at breakfast that morning. Box lunches are packed in a cooler with ice and include a sandwich, chips, fruit or other snack, and one soft drink (choose a bottle of water or from an assortment of sodas). Extra waters, sodas, or beers can be requested but these are billed to the room at normal a la carte rates.

ACTIVITIES

Package Plan guests have access to activities as follows:

Skiff (one skiff per cottage) 17’ skiff include up to 12 gallons of fuel daily. Any fuel that is required over these amounts daily will be billed to the room. There is no credit for unused fuel and fuel is never to be taken from the skiffs or given to anyone else under any circumstances. Unused fuel from one day does not carry over to future days.)

Bikes, Kayaks and paddle boards - (SCYC MAY not have enough bikes, kayaks and paddle boards for all guests to use at the same time, therefore usage is based daily on first come first serve. Bikes, Kayaks and Paddle Boards must be returned to their designated storage areas after each use and not to be stored at the individual cottages.)

If bad weather or any unforeseen event prevents the use of any activities, no credit is given. Package plan pricing includes use of activities (including boat) from the normal check-in time on the day of arrival until the normal check-out time on the day of departure. Use of activities prior to check-in or after check-out times will be based on availability, and if approved by a manager, will be billed at normal a la carte rates. These charges are in addition to the standard “late checkout” charge of \$50. Late checkouts are not always available and must be approved by a manager in advance.

Use of the above activities by package plan guests is not transferable to non-package plan guests.

A stay at SCYC cannot combine “package days” and “non-package days”. Every stay must be 100% “package” or 100% “non-package”.

Before partaking in any SCYC activities a release form and damage waiver must be completed and signed.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD ALL ASPECTS OF THIS AGREEMENT PRIOR TO SIGNING THIS DOCUMENT. I have read and understand and agree to all of the above terms and conditions. I ALSO ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT COVERS ANY AND ALL MEMBERS OF MY PARTY FOR THE DURATION OF OUR STAY AT SCYC.

PRINT NAME: _____ DATE: _____

SIGNED: _____ DATE: _____

DATE OF BIRTH: _____ AGE: _____

COTTAGE NAME: _____

EMAIL: _____

ADDITIONAL GUESTS (over 18 years of age)

PRINT NAME: _____ DATE: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE: _____

SIGNED: _____ DATE: _____