

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND  
ASSUMPTION OF RISKS AGREEMENT**  
(Hereinafter referred to as the Release Agreement)

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I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk ("Waiver and Release"). I waive any and all claims I may have now and in the future, and release from all liability and agree not to sue **Scenic Escape St. Kitts Ltd.**, its officers, agents, representatives, employees or tour guides [hereafter referred to as "Staff"] for any personal injury, death, property damage, or loss sustained by me as a result of my participation in a tour or experience offered by **Scenic Escape St. Kitts Ltd.** due to any cause whatsoever, including without limitation, negligence on the part of **Scenic Escape St. Kitts Ltd.** its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action.

I am aware that the tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour or event is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness **Scenic Escape St. Kitts Ltd.** or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety.

Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by **Scenic Escape St. Kitts Ltd.** or its Staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this tour or event and Wavier and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree to grant the sponsors of this tour or event to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes.

As a participant on the tour or event, I accept full responsibility for my behaviour, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than I am used to. I further realize that the tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behaviour, well being and health during the tour or event. I agree to hold **Scenic Escape St. Kitts Ltd** nor its Staff, or facility liable in any way should any harm come to me.

By purchasing this said tour, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.

Name of Participant(s) signing for or on behalf of (please print): \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_