

# GUEST AGREEMENT TO PARTICIPATE, ASSUMPTION OF RISK, HOLD HARMLESS, WAIVER AND RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. YOU ARE ASSUMING RISKS RELATED TO DANGEROUS (OR EXTREMELY DANGEROUS) ACTIVITIES AND WAIVING YOUR RIGHTS

WARNING: Hiking, rock climbing, swimming, climbing, camping, use of fires and waterfalls and other activities offered by Gozalandia Waterfalls Campground, as well as the mere presence in its facilities are EXTREMELY DANGEROUS ACTIVITIES (collectively, the "ACTIVITIES"), and inherently and inevitably carry serious risks of (i) temporary or permanent, total or partial, mental, emotional and/or physical, illnesses, wounds, overexertion, bruises, scrapes, paralysis, disability, dismemberment and death; (ii) accidents or illnesses in remote or inaccessible places that lack medical facilities and/or immediate medical attention; (iii) damage to, or loss of, property; (iv) improper operation of the equipment and/or infrastructure; and (v) other risks, damages or injuries related to or inherent to the ACTIVITIES (collectively, "RISKS AND DAMAGES").

"BY SIGNING THIS AGREEMENT AT THE END, I AFFIRM THAT I VOLUNTARILY WISH TO PARTICIPATE IN THE 'ACTIVITIES' WHICH INEVITABLY CARRY 'RISK AND DAMAGE,' AND I ACKNOWLEDGE AND CERTIFY THAT THESE 'ACTIVITIES' ARE NOT NECESSARY, ESSENTIAL OR IMPORTANT TO ME IN ANY WAY."

In consideration of, and in partial payment for, my participation in the ACTIVITIES, I hereby unconditionally, irrevocably and fully: (i) RELEASE and EXONERATE and agree to HOLD HARMLESS AND RELEASE, Gozalandia Waterfalls, LLC., a Puerto Rican Limited Liability Company, d/b/a Gozalandia Waterfalls Campground the owners of the property on which Gozalandia Waterfalls Campground is located, their respective shareholders, directors, officers, insureds, contractors, agents, representatives, employees, affiliates and subsidiaries, leasees and all other persons or entities acting in any capacity on their behalf (collectively, the "Released Parties" or "Host") FROM ALL LIABILITY and INDEMNIFICATION of any and all RISKS AND DAMAGES, obligations, losses, damages, actions, judgments, claims, demands, costs and expenses (including attorneys' fees), and liabilities, present or future, foreseeable or unforeseeable, which occur or may occur, or suffer or may suffer, directly or indirectly related to, or in connection with, or as a result of, my participation in the ACTIVITIES, including, but not limited to, those that arise or are caused in whole or in part by the actions, omissions, fault and/or negligence of any of the Released Parties or any other person; and (ii) I WITHDRAW FROM, and WAIVE, any right that I, as well as my spouse, heirs, invitees, visitors, guests, personal representative, estate, successors and assigns, or any other person have or could have to sue and/or initiate any type of proceeding or claim of any nature, as a result of any RISK AND DAMAGE or in any way related to my participation in the ACTIVITIES. I acknowledge that the Released Parties have stated that they will have no responsibility for any of the RISKS AND DAMAGES and/or any other injury and/or damage in any way related to my participation in the ACTIVITIES.

I hereby agree to release, indemnify, and discharge Host as follows:

1. I, as a guest of Gozalandia Waterfalls Campground ("Campground"), will hold Host faultless for any damaged or stolen equipment during Guest's stay in the Campground. I am responsible for my own safety, the safety of my person, my equipment, and my belongings for my entirety of my stay on the Campground's property and any property adjacent to Campground's property. I will be responsible for my own actions and those of other people entering Campground with me and/or those staying and/or invited to visit me on Campground property or adjacent property.

2. I acknowledge that my participation in ACTIVITIES on Gozalandia Waterfalls Campground Property and property adjacent to Gozalandia Waterfalls Campground Property entails known, unknown and/or unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. *The risks include, but are not limited to: slips, falls, pinches, scrapes, cuts, falling from significant heights, burns, twists, jolts, scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; asphyxia; suffocation; choking; drowning; exposure to potentially dangerous wild animals, insect bites, animal bites, and hazardous plant life; equipment failure; the negligence of other participants or persons who may be present; the forces of nature, including lightning and rapid weather and water level changes; transmissible pathogen or disease; falling; stumbling; dizziness due to, among other things, being near slopes and steep cliffs; physical injury or damage due to my own physical condition, and the physical exertion associated with this activity.* Furthermore, Host has difficult jobs to perform. Host seeks safety but is not infallible. Host is not aware of a participant's fitness or abilities. Host might misjudge the weather or other environmental conditions. Host may give incomplete warnings or instructions and the equipment being used might malfunction. I understand that I, for myself, my children, my guests, my invitees, my visitors, my relatives, my parents, my heirs, assigns, personal representative and estate that participating in activities offered by Host and entering Campground property and/or adjacent property involves risk and I assume responsibility for all such risks and hold Host harmless for any damages that may arise due to my participation in such activities and my presence on any such Property.

3. I acknowledge that the ACTIVITIES require that I comply with the following: (i) be in good mental and emotional health and in good physical condition; (ii) not be under the influence of alcoholic beverages, drugs, medicines, or substances that could affect my visual and motor skills, or cause any other impairment; (iii) not suffer from a limitation, condition or mental incapacity, any emotional or physical including, without limitation,

heart, back, respiratory, circulatory or neurological conditions or diseases, dizziness, acrophobia, claustrophobia, vertigo, hypertension, diabetes, hypoglycemia, or any similar condition; and (iv) is not pregnant. I CERTIFY MY COMPLIANCE WITH THESE CRITERIA AND ACKNOWLEDGE THAT FAILURE TO COMPLY WITH THESE CRITERIA WILL CAUSE RISK AND DAMAGE. I acknowledge that the Released Parties are not health professionals and cannot assess my physical, mental or emotional condition, or the physical, mental or emotional condition of any other person participating in the ACTIVITIES. If, at any time, I consider that all or any stage of the ACTIVITIES is not appropriate for me, I agree to immediately inform office personnel and I will not participate, or I will immediately discontinue participating in the ACTIVITIES.

4. I expressly agree and promise to accept and assume all of the risks existing in any activity offered on the Campground property or adjacent to the Campground property. My participation in any activity on the Campground's property or adjacent property is purely voluntary, and I elect to participate in spite of the risks.

5. I acknowledge receipt of Campground's Rules, and having opportunity to review same, agree to abide by such Rules. I understand Host may require me or my guests, family, invitees, leave campground for violation of said rules and I agree that if requested by Host, I, my guests, my family and/or my invitees will leave the campground immediately upon Host's request. No refund will be owed by Host if any of the above persons are requested to leave campground.

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Host from any and all claims, demands, or causes of action, which are in any way connected with my entry into the Campground or any adjacent property and due to participation in any ACTIVITY or my use of Host's equipment or facilities, including any such claims which allege negligent acts or omissions of Host.

7. Should Host or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have or which may result from entry onto Campground's property or any adjacent property or use of or participation in any ACTIVITY. *I agree to assume the risk for both me and those traveling with me.*

9. I acknowledge that during my participation in the ACTIVITIES, the Released Parties or any other persons authorized by the Released Parties may take or capture photographs, videos, images, record sounds, or create and produce other material (collectively, the "Material"). I hereby agree and fully, unconditionally and irrevocably accept that the Material shall belong exclusively to the Released Parties, and further waive any and all rights I may have over the Material. I accept and authorize the Released Parties to use, publish in any medium, modify, sell or transfer in any way the Material for commercial purposes or for any other purpose, and I further agree and accept that I will not be entitled to compensation or any claim in relation to the Material.

10. In the event that I file a lawsuit against Host, I agree to do so solely in the state of Puerto Rico, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my time on Campground's property or adjacent property, due to my stay on Campground's property or adjacent property, and/or participation in any activity on the Campground's property or related property, I may be found by a court of law to have waived my right to maintain a lawsuit against Host on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation in any activity at Campground's property or any property adjacent to Campground's property or for any activity sponsored by or provided by Host.

11. To ensure the fun and safety of all participants, please review the following additional rules and information: (a) The use of fully enclosed shoes is required. Sandals or open shoes are not allowed except when on your campsite; (b) Participants must be in good health. Gozalandia Waterfalls Campground has no knowledge of your state of health, physical and mental. If you are pregnant, recovering from recent surgery, or have heart, back, or neck problems, please DO NOT participate in any activities other than camping and swimming; and (c) If you do not follow the above rules, you will NOT be allowed access to the attraction.

This liability waiver is an agreement between the person in charge or legal relative and/or the PARTICIPANT and Gozalandia Waterfalls Campground. The PARTICIPANT AND/OR GUARDIAN AND/OR LEGAL RELATIVE fully understands and acknowledges that he/she is over 18 years of age or more and has read and fully understands the rules. The participant fully understands and acknowledges the associated risks and/or dangers, including, but not limited to, property damage, permanent bodily injury, or death; (b) these risks and damages may also be inherent in the activities while present in the campground/waterfalls, or property adjacent to the campground and/or may be caused by the negligence of the participants, other Gozalandia Waterfalls Campground, invitees, visitors, guests, and/or participants, their employees, officers, agents or representatives and, (c) PARTICIPANTS assume all risks and damages, which may also be caused in whole or in part by the negligence of Gozalandia Waterfalls Campground, its employees, officers, agents or representatives or by other persons.

In consideration for allowing me to participate in the activities, I hereby agree as PARTICIPANT, on behalf of myself, my spouse, heirs, invitees, visitors, guests, estate, executors, and administrators, to knowingly and voluntarily agree to release, waive, defend, and indemnify Gozalandia Waterfalls Campground and its employees, officers, and agents of any claim, demand or cause of action for bodily injury, property damage, wrongful death that may otherwise arise from my participation in any activities on Gozalandia Waterfalls Campground, on property adjacent to Gozalandia Waterfalls Campground and/or offered by Gozalandia Waterfalls Campground. I have read this Release and Waiver of Liability and fully understand that I have waived all legal rights by signing it.

**INDEMNIFICATION**

In consideration of the following persons being permitted by Host to participate in activities on the Campground property or property adjacent to the Campground's property and to use its equipment and facilities, we *each further* agree to indemnify and hold harmless Host from any and all claims which are brought by, or on behalf of said persons, and which are in any way connected with such use or participation by such persons. No provision of this document shall narrow the scope a promise made in any other provision contained in this document.

<p><b><u>#1 (Driver):</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p> <p>Telephone _____</p> <p>Email _____</p> <p>I consent to receiving emails <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p><b><u>#2 (Adult Passenger):</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p> <p>Telephone _____</p> <p>Email _____</p> <p>I consent to receiving emails <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p><b><u>Adult #3</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>	<p><b><u>Adult #4</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>
<p><b><u>Adult #5</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>	<p><b><u>Adult #6</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>
<p><b><u>Adult #7</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>	<p><b><u>Adult #8</u></b></p> <p>Sign: ✘ _____</p> <p>Print: → _____</p>

**OFFICE USE:**

1 2 3 4 5 6 7 8 FA

1 2 3 4 5 6 7 8 MA

1 2 3 4 5 6 7 8 FC

1 2 3 4 5 6 7 8 MC

1 2 3 4 5 6 7 8 I

TOTAL: 1 2 3 4 5 6 7 8

Vehicle Color: Black Red White Blue Grey Other \_\_\_\_\_

Make & Model \_\_\_\_\_

License Plate: \_\_\_\_\_

A V Z \_\_\_\_\_

Source: TicToc Instagram Facebook Hipcamp Roverpass Friends

Goggle search Google Maps Other \_\_\_\_\_

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