



VESICA

DISCLAIMER

By executing and signing this Disclaimer, I the signatory, state that VESICA's personnel have explained to me in detail and to my complete satisfaction the regulations and the nature of the activities that can be carried out within the facilities located at PARCELA No. 198Z-2P-1 EJIDO, 77760 Tulum, Quintana Roo, and the inherent risks towards me.

I understand that the activities that I will carry out are of a dangerous nature, for which I undertake to follow the recommendations, instructions and safety regulations of the VESICA staff and other people that may aide them, as well as the internal regulations and processes, both operational, administrative and emergency; therefore I hereby waive any type of compensation for damages of a criminal, civil or any other legal nature due to my own negligence when carrying out any activity within the facilities, to which VESICA has allowed me access in accordance with my call and request.

Therefore, and considering that I will participate in aquatic and outdoor activities within the VESICA facilities, I acting freely and fully aware, hereby release, and waive any claim, demand, damage, reparation, expense and compensation arising from any injury, loss or damage to my person or property that I may incur as a result of my stay and/or participation in any activity that may take place within the VESICA facilities.

I understand that these activities may be inherently dangerous and involve risks such as, but not limited to, the possibility of bodily injury, drowning, animal attack or bite, death, and damage to personal property. I freely and voluntarily assume these risks and accept personal liability for any damage, injury or loss that may result or arise from my participation in these activities.

I represent and warrant that I am of legal age -and if a minor that my legal guardian is the only person liable for my care and will care for me-, physically and mentally capable of participating in these activities and that I do not have any medical or physical condition that would prevent me from performing the activities or would make my participation dangerous to myself or to others.

I declare that I am and will not be under the influence of medicines, alcohol, narcotics, drugs or any type of narcotic and that I will not use any of these during the execution of any activity in which I will take part in the VESICA facilities. Likewise, as a responsible person, I undertake not to put my physical integrity nor that of other people at risk, including VESICA's personnel, and to follow the instructions of the personnel for my own safety.

I hereby release VESICA its workers, administrative personnel, attorneys-in-fact and/or legal representatives, managers, operators, administrators, subsidiaries and/or affiliates, as well as the owner, shareholders from any and all civil liability, criminal, and of any other national or international nature in case of any mishap, accident, damage, injury, even death or otherwise that may occur while carrying out the activity that I decided of my own free will to carry out or for having ignored the indications that were clearly exposed and provided to me by the specialized personnel of VESICA, for having provided false or incomplete information about my physical or psychological condition.

I hereby understand, acknowledge and explicitly accept:

- a) That I am physically, mentally and emotionally fit to enter the facilities and execute the activities to be carried out within the facilities. I do not have a history of varying blood pressure, seizures, dizziness, fainting or any heart condition, osteoporosis, pregnancy, recent surgeries, asthma, active ailments, vertigo;
- b) That at any time VESICA reserves the right to accept or reject my entry, that of any person, or to require me to leave the premises, if my conduct or that of any person is causing disturbance or risk to others;
- c) I accept the risk of being injured as a result of carrying out an activity, and I assume and accept the risk that such injuries were due to my negligence or breach of duty of care.



VESICA

I acknowledge and accept that VESICA is not responsible for providing me with any medical or life insurance coverage in connection with my participation in the activities to be carried out in the facilities.

I declare under oath to tell the truth, that I have carefully read the content of the Regulations and this document, as well as all the security requirements included in its content; restating that I am in excellent physical and mental condition and can carry out the activity in VESICA facilities; I also confirm that all the data provided in this document are true, correct and verifiable, and I assume full responsibility for the omissions or misrepresentation of the information declared and embodied by the person who executes this document, derived or arising from the activity that I am going to carry out, being fully aware that carrying out activities of this nature implies a risk of accidents and/or injuries, including death, for which I exempt and release from any liability, and hereby waive to carry out or execute any right or action at law or otherwise in a civil, criminal, or commercial lawsuit or action that could be brought against VESICA and/or or its operators, administrators, managers, collaborators and/or individuals or legal entities that belong to the same economic group; by executing this document I ratify the abovementioned with my signature.

This Release will be binding on me, my heirs, executors, representatives, administrators and assigns. I have carefully read this document and declare under oath to tell the truth that I am the person referred to in here and executing this document or the legal guardian, of said person, and that all the information stated herein is true and that I have not been induced (to) by direct or indirect request, nor attracted (a) by any promise made by VESICA or its staff, being that I enter the VESICA facilities freely, with knowledge of the facts and the possible results, and acknowledge and confirm that I can carry out the activities that the facilities allow. I accept that, in the face of any claim, demand or any situation of a legal, criminal and / or civil nature, it will be dealt with under the competence and jurisdiction of the Courts of the City of Tulum, Quintana Roo, and hereby waive any other jurisdiction that might be applicable due to my current or future addresses or due to any other cause.

Full name:

Date:

Nationality:

Signature:

Minor (Full name):

Age:

Nationality:

Full name of the father, mother and/or guardian:

Signature:

Emergency contact:

Name:

Phone:

Email:

**Attach copy of the ID of the person and in case of a minor attach both, parent and minor.*