PANGEA BOCAS

BOOKING: client name date February 2024

THIS RELEASE executed on 18th February, 2024 and will be in effect from this date forward,

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and in my capacity as legal guardian of:

**Release Terms**

In consideration of being permitted to participate in, boating, fishing, Kayaking, swimming, watersports and wildlife activities with: **PANGEA BOCAS, S.R.L.**, and/or **BOCAS BOATS AND MARINA, S.R.L.** corporations duly organized under the laws of Panama and registered in the Public Registry of Panama, herein after referred to collectively as "**PANGEA**":

The CLIENT expressly accepts that the term premises is intended to be as broad and inclusive as permitted by the laws of the Republic of Panama, and it also includes any area needed to go to, stay in, or return from the premises of THE ARCHIPIELAGO BOCAS DEL TORO, ISAL COLON, CHIRIQUI, ESCUDO DE VERAGUAS by sea, air, and land, as well as the area known as Bocas del Toro and or Pangea Bocas’ facilities, docks, offices inside and or outside of Bocas del Toro or any other area used, owned or held directly, indirectly or incidentally by PANGEA, as well as the airplanes, boats and/or any vehicle used, owned, held or chartered directly, indirectly or incidentally at any time or anywhere by PANGEA.

The CLIENT acknowledges that Beach/Ocean swimming, Island exploring, kayaking, paddle boarding and especially sport fishing are all extreme sports and as such many risks are present while involved in the activity. The CLIENT further acknowledges that sport fishing boats are inherently dangerous due to many factors including the unpredictable behavior of fish especially Billfish that have jumped in boats and caused serious injury and even death to fishermen and passengers therein. The CLIENT further acknowledges that touring boats are also inherently dangerous due to many factors including speed, waves, bumps, propellers and other things which can lead to dismemberment, injury and even death. Thus, due to the considerations here given, the CLIENT shall indemnify, defend, save and hold harmless the organizations and/or persons described in paragraph I above from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initialed by any persons and/or organizations and which arise directly or indirectly from my participation in the activities realized with Pangea whether resulting from the negligence and/or other fault, either active or passive, or any of the organizations and/or persons described in paragraph I above, or from any other cause.

The CLIENT acknowledges, further and is aware that there are no medical facilities located in Bocas del Toro such as one might expect to find at or near a resort located some place other than in a remote area setting and agrees that he or she assumes the risk that any injuries or illnesses that may occur while with Pangea might be aggravated by reason thereof.

It is imperative that CLIENT be in good mental and physical condition when travelling with Pangea or participating in activities with or by Pangea, and CLIENT acknowledges this and confirms he or she is of sane mind and in good health.

The CLIENT expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Republic of Panama and that if a portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The CLIENT understands and accepts that it is not the responsibility of PANGEA to instruct in safety rules during the course of the boating, Kayaking, paddle boarding, swimming, fishing and wildlife activities, nor is it the function of Pangea to act as a guardian of the CLIENT'S safety.

The CLIENT acknowledges that Pangea and all affiliate companies, will not be responsible in any way for any additional costs or expenses (air transportation, lodging, lost fishing time, international airline lost baggage, etc.) incurred by the CLIENT as a result of delayed, cancelled or missed national or international flights including but not limited to special local charters for any reason whatsoever.

This Release shall be governed by the laws of the Republic of Panama.

The CLIENT hereby states that he/she/ is of lawful age and legally competent to sign this affirmation and release and that CLIENT understands the terms herein and that said terms are contractual obligations and not a mere recital of terms and that the CLIENT has signed this document of their own free will and accord.

Pangea reserves the right to cancel without prejudices any person(s) arriving in Panama that we deem to be mentally or physically unfit to continue travel on to any excursion with Pangea. It is imperative that you be in good health so as not to cause risk to yourself or others. No refunds **will** be given for any issues resulting in decisions made as a result of your being unable (or unfit) to travel or embark with Pangea.

 I can confirm that I am over the age of 18 and that I am responsible for all persons in my group and will adhere to all the rules of the premises;

That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate

By signing this release, I agree that I will be jointly and severally liable for the complete fulfillment of the

terms of this Addendum.

Signed by:

On:

Signed:

By signing my name on this release, I affirm that I accept and have read and understood the terms of the A) Waiver Release, B) Photo Release. My signature serves as agreement to all terms in this document.

*Pangea Bocas, S.R.L.*

***RUC:* 155751831-2-2024 *DV 54 / PHONE #* +507 760-8024**

*www.pangeabocas.com*