

Legal Notice

COVID-19 – ASSUMPTION OF RISK / RELEASE & INDEMNIFICATION OF ALL CLAIMS / COVENANT NOT TO SUE

Dear Valued Guests,

We have always valued your health safety and comfort and have always taken pride in maintaining the highest level of service, safety and cleanliness.

Since our re-opening in November 2020, we implemented **enhanced health and safety measures** throughout the resort to help maintain a clean, safe and comfortable environment for our valued guests, staff members, and visitors. For your safety and that of others, **please adhere** to all posted rules, signage, and instructions during your stay with us. Compliance with social distancing, hand washing and sanitizing, and similar instructions will be of importance.

Covid-19 (coronavirus) is highly contagious, potentially deadly, and may result in **serious illness, injury, or death**. There is an inherent risk of coronavirus/Covid-19 exposure anywhere people are, or have been, present. The CDC has indicated that certain people may be at greater risk, namely the elderly and those with compromised immune systems and other underlying conditions. However, young, and healthy people may also suffer severe illness, injury and death, and should therefore take precautions.

As a condition of visiting the resort and using any of its services, facilities and amenities, you **VOLUNTARILY AGREE TO FULLY ASSUME ALL RISKS** related to Covid-19 exposure. You further **AGREE** that you **SHALL NOT SUE OTHERWISE HOLD LIABLE** the resort, its owners, employees, agents, insurers, and any relevant tour operators, travel agencies, and travel agents, including without limitation Ti Kaye Resort and Spa for any Covid-19-related illness, injury, death, losses or damages of any kind or nature whatsoever. Kindly note that **all arriving guests will be required to sign a waiver** to this effect **at check-in**.

This **Assumption of Risk and Covenant Not to Sue** applies to all guests and visitors. This **Assumption of Risk and Covenant Not to Sue** shall be **LEGALLY BINDING**. Should any guest or visitor bring a claim, suit or any other action in violation of this provision, the claim, suit or other action shall be **DISMISSED WITH PREJUDICE** and all costs of dismissal, including but not limited to reasonable attorneys' fees and court costs, shall be borne by the party who wrongfully brought the claim, suit or other action in violation of this **Assumption of Risk and Covenant Not to Sue**.

Please understand that, without the implementation of these measures, it would be nearly impossible for the resort to operate under the current circumstances and we feel it is only fair that you are fully informed and allowed to make the best possible decisions for you and your loved ones. We look to the future and hope that things go back to normal pretty soon. Stay Safe!