

Waiver and Release of Liability for Volunteers/Tourist participating in activities at Reserva Playa Tortuga:

This disclaimer and waiver of liability is signed on _____ for _____ (hereinafter known as the "Volunteer/Tourist"), and, if applicable, together with _____ (if applicable) the parent having legal custody or Volunteer guardianship in favor of Reserva Playa Tortuga, a conservation non-profit its directors, officers, employees, affiliates and its successors and assignees (collectively known as Reserva Playa Tortuga).

Volunteer or tourists willing to work for or enter in the property of the entities mentioned above and become part of the Volunteer activities or Tourism ("activities"). The Volunteer/Tourist understands that the activities can include walking at night or by day, general weather conditions including heavy rain, swimming, boat ride, or work on construction and mobilization of materials, work with children and special events. The Volunteer/Tourist hereby voluntarily and without duress executes this release under the following terms:

Disclaimer and Release:

The Volunteer/Tourist (on behalf of the Volunteer's or Tourist's, the Volunteer's or Tourists heirs, parents, spouse and assignees) hereby release from liability and eliminate Reserva Playa Tortuga from any and all actions, claims compensation, claims, debts, demands of any nature, whether in law or in equity, known or not and foreseen or unforeseen, that arise or may arise from Volunteer/Tourism activities with Reserva Playa Tortuga. The Volunteer/Tourist agrees not to submit any complaint, charge, action or complaint about the matters contained in this waiver. The Volunteer/Tourist understands that this Release releases from any liability or claim that the Volunteer/Tourist may have against the Reserva Playa Tortuga , with respect to any physical or personal injury, illness, death or property damage that may result from Volunteer's or Tourist's activities in/on the Turtle Project, Ecological Trail, or in Reserva Playa Tortuga or other participating in any activities of the Reserva Playa Tortuga , even if they are caused by negligence of Reserva Playa Tortuga / or its officers, employees, members, directors, agents, or others. The Volunteer/Tourist also understands that Reserva Playa Tortuga assumes no responsibility or obligation to provide financial assistance or other assistance, including but not limited to, health insurance, health or disability in the event of injury or disease.

Medical treatment:

The volunteer/tourist hereby releases and removes any liability or responsibility from Reserva Playa Tortuga / from any claim of any kind which arises or may arise due to any first aid treatment, general or other type of service provided in connection with Volunteer/Tourist activities of the Project/ Reserva Playa Tortuga.

Assumption of Risk: The Volunteer or Tourist understands that the activities may include work/physical activity that may be hazardous to the Volunteer/Tourist, including but not limited to, contact with wild animals, poisonous plants, weather conditions, environmental conditions, construction, loading and unloading and transportation to and from the workplace/activity site. The Volunteer hereby expressly and specifically assumes the risk of injury or damage that may arise in implementing/participating in the various activities of Reserva Playa Tortuga any physical or personal injury, illness, death or property damage that may result activities is the sole responsibility of the volunteer/participants/tourists.

Schedule Changes:

The schedule given is a tentative schedule. Schedules may be changed due to natural forces that can put your security at risk or any other circumstance beyond our control.

Insurance:

Volunteer/Tourist understands that, except if Reserva Playa Tortuga reaches another written agreement, the Reserva Playa Tortuga does not own or maintain health or disability insurance for any Volunteer/Tourist. It is Expected and suggested that each volunteer/tourist gets their own health insurance.

Photo Absolution:

The Volunteer/Tourist hereby grants and conveys to Reserva Playa Tortuga, all right, title and interest in each and every one of the photographs and audio and video taken by the participant(s) during Tourist/Volunteer activities at Reserva Playa Tortuga, including but not limited to, any royalties, profit or other benefits derived from such photographic images and audio and video. The Volunteer agrees that such photographic images and audio and video are available to Reserva Playa Tortuga, free of any claims of any nature relating to voluntary contributions or other efforts, including the right to register or obtain patents, rights or marks on the work on behalf of Reserva Playa Tortuga, as an author. The Volunteer/Tourist understands and agrees that the volunteer/tourist is not entitled to any compensation in connection with it. It is forbidden for Volunteers/tourist capture photographic images and audio and video, unless prior permission has been granted by Reserva Playa Tortuga. In the case of the Ecological Trail used by Villas Gaia, tourist of that hotel shall be granted photographic, audio and video permission.

Others:

The Volunteer/Tourist expressly agrees that this Release is intended to be applied and used as permitted by the laws of Costa Rica, and that this waiver shall be governed and construed in accordance with the laws of Costa Rica. The Volunteer/Tourist agrees that if in the event any term or provision of this waiver is considered as invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the other provisions of this waiver, which will continue to be enforceable.

By signing below, the Volunteer/Tourist and, if applicable, the parent or guardian acknowledge that they have read this waiver and understand all its terms. The Volunteer/Tourist and, if applicable, the parent or guardian, acknowledge that this waiver is signed and accepted voluntarily and with full knowledge of their legal significance. This waiver is executed after the date first above written.

Volunteer/Tourist

(Signature)

Full Address

City

Phone

Email

Emergency Contact

Phone