

RANCHO SANTANA

ACTIVITY WAIVER

PLEASE READ THIS ACTIVITY WAIVER BEFORE SIGNING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, PLEASE DISCUSS IT WITH US BEFORE SIGNING.

In this waiver, "the Company" means Rancho Santana Inc. & Compañía Limitada.

Name(s):	[insert]
ID(s):	[insert]
Address(es):	[insert]
Date:	[insert]
Age(s):	[insert]
Activity:	All activities undertaken during my stay at the Company's premises, including but not limited to: horseback riding, mountain biking, cycling, surfing, boogieboarding, sandboarding, hiking, ziplining, fishing, sailing, pool swimming, ocean swimming and any other recreational or sporting activity offered or facilitated by the Company (each an " Activity " and together the " Activities ").
Equipment:	[insert e.g. Bike etc]

1. I accept that the Activity involves inherent risks (including risk of injury, death and damage to property) that exist regardless of the precautions taken by the Company, and which may be impossible to predict or prevent.
2. My participation is voluntary. I acknowledge that the Activity may be affected by weather, terrain, water conditions and other natural factors beyond the control of the Company, and I accept all risks inherent in such conditions. My assumption of risk under this waiver does not extend to risks arising from the Company's failure to maintain its facilities, equipment or safety standards.
3. I accept I am responsible for any loss or damage I may cause to persons or property during transportation to or whilst performing the Activity, including any claims for personal injury, death or damage to property.
4. Where any loss, damage, cost or expense is suffered or incurred by the Company as a direct result of my acts or omissions during the Activity (including any claim brought against the Company by a third party arising from my conduct), I agree to reimburse the Company for all reasonable costs and expenses it incurs in connection with such loss, damage, cost or expense, provided that the Company has first notified me in writing of the amount claimed and provided reasonable evidence of the same.
5. The Company shall have no liability to me for any theft, damage, destruction or loss of my property or belongings whilst using the Company's facilities or during my

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transportation or participation in the Activity, subject always to the general limitations set out in this waiver.

6. During transportation to and participation in the Activity, I will:
 - wear any mandatory protective equipment;
 - follow any safety warnings or instructions displayed or given to me by a member of staff (and ask if I am unclear);
 - if applicable, remain within the boundaries of the Company's premises;
 - act responsibly and sensibly;
 - ensure that I am physically and mentally fit to travel and/or participate in the Activity safely, or if I am unsure, seek appropriate medical advice before participating in the Activity.
7. I declare that I am not aware of any medical condition, disability or impairment that would render my participation in the Activity unsafe or inadvisable.
8. If I am unable to give consent due to incapacity during the Activity, I authorise the Company to arrange such emergency medical treatment as it reasonably considers necessary, and I agree to bear all associated costs to the extent not covered by my insurance.
9. I will check any equipment provided by the Company for the Activity prior to use and inform the Company of any visible marks or damage.
10. I accept that I am responsible for any equipment provided to me whilst it is in my possession, including for:
 - any damage to the equipment (or components of it), except for reasonable wear and tear;
 - loss or theft of the equipment (in which case I will be charged the full replacement cost of such equipment); and
 - using the equipment as instructed.
11. To the extent that any such liability is not, or cannot lawfully be, excluded or limited under applicable law, nothing in this waiver shall exclude or limit the Company's liability for: (a) death or personal injury caused by the negligence, gross negligence or wilful misconduct of the Company; (b) the Company's failure to comply with its obligations regarding safety, health or maintenance of its facilities and equipment; or (c) any other liability that cannot lawfully be excluded or limited under applicable law.
12. For certain higher-risk activities (including but not limited to surfing, horseback riding, sand boarding and ocean excursions), the Company may require me to sign an additional activity-specific risk disclosure and waiver before participating.
13. Where I am signing this waiver on behalf of, or am accompanied by, any minor (under 18 years of age) in my party, I accept that I am responsible for the supervision and conduct of each such minor during the Activity, and the obligations and

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acknowledgements set out in this waiver shall apply equally in respect of each such minor as if references to my participation were references to theirs. Therefore, I expressly consent to the minor's participation in the Activity and assume legal responsibility in accordance with Nicaraguan law.

14. The participant's personal data will be collected and processed solely for purposes related to the Activity and in accordance with applicable data protection principles in Nicaragua.

By signing this waiver, I acknowledge that:

1. I have read, understood and agree to be bound by the terms of this waiver and sign it voluntarily.
2. I confirm and acknowledge that all relevant information regarding the risks, conditions and requirements of the Activities have been clearly explained prior to signing this waiver.
3. I have had the opportunity to ask any questions.
4. I am at least 18 years old and fully competent, or if I am under 18 years old, my parent or guardian has signed this waiver adding my name to the waiver.

Name of participant(s):	
ID(s):	
Date:	
Signature of participant(s) (or Parent / Guardian if participant is under 18 years old):	
Parent(s)/Guardian(s) (if applicable)	Name: Relationship to participant:

This waiver is governed by the laws of Nicaragua. Any disputes will be resolved by the courts of Nicaragua. If any part of this waiver is found to be invalid or unenforceable, the remaining parts will continue to apply. A Spanish-language version of this waiver shall be made available upon request. In the event of any inconsistency between the English and Spanish versions, the English version shall prevail.

Nothing in this waiver is intended to exclude or restrict any rights you may have under applicable consumer protection laws.