

Uncover Jamaica – Waiver, Release of Liability, and Terms of Service Agreement

(Adults Only Trips & Outings)

Please read this document carefully. By signing this document, you are waiving certain legal rights, including the right to sue **Uncover Jamaica** if you are injured during a local trip or outing.

Important Notice: All Uncover Jamaica local trips and outings are strictly **Adults Only** events. All participants must be at least **18 years of age** on or before the date of the event to participate. No minors are permitted under any circumstances.

1. Assumption of Risk & Release of Liability

In consideration of being permitted to participate in the local trip, tour, or outing (hereafter referred to as the "Event") organized by **Uncover Jamaica**, I knowingly, voluntarily, and entirely at my own risk enter into this Waiver and Release of Liability.

- **Acknowledgment of Risk:** I am aware that participating in local outings, tours, and activities (which may include hiking, transit, and other outdoor or physical activities) involves inherent risks. These risks include, but are not limited to: physical or psychological injury, illness, temporary or permanent disability, economic or emotional loss, and property damage or loss. I assume all related risks, both known and unknown to me.
- **Release and Indemnity:** I, for myself, my heirs, executors, administrators, and representatives, agree to fully indemnify, defend, absolve, and hold harmless **Uncover Jamaica**, its founders, agents, partners, and representatives (collectively, the "Sponsors"), from and against any blame, liability, claims, or demands for any injury, harm, loss, inconvenience, or damage of any kind resulting from or connected to my participation in the Event. This release applies to ordinary negligence to the extent permitted by law, excluding acts of willful recklessness on the part of Uncover Jamaica.
- **Governing Law:** This agreement shall be governed for all purposes by the laws and legal jurisdiction of the Country of Jamaica.

2. Physical Fitness, Health & Age Representation

I hereby represent and warrant that:

- **Age Requirement:** I am an adult of at least **18 years of age** and meet the mandatory age requirement for this adult-only event.
- **Physical Health:** I am physically capable, healthy, and medically fit to participate in the Event and its associated activities.
- **Medical Fitness:** I have consulted with a licensed medical professional if necessary and confirm that I do not suffer from any underlying medical conditions, illnesses, or disabilities that would make it unsafe for me to participate or cause complications to my well-being during the trip.

- **Personal Responsibility:** I assume full financial and personal responsibility for myself and my safety while participating.

3. Emergency Medical Treatment Authorization

In the event that I should sustain an injury or experience an illness during the Event, I hereby consent to and permit **Uncover Jamaica** and its representatives to authorize and provide emergency medical care deemed necessary. This includes, but is not limited to, first aid, CPR, emergency medical transport, and the sharing of relevant health information with medical personnel.

- **Financial Responsibility:** I explicitly agree to assume all costs involved and to be solely financially responsible for any medical expenses, treatment, or transport costs incurred on my behalf.

4. Patron Privacy & Media Policy

To maintain a safe, comfortable, and respectful environment for everyone on the trip, the following privacy rules strictly apply:

- **Respect for Privacy:** **Uncover Jamaica** respects your privacy and asks that you respect the privacy of all other patrons on the trip.
- **Photography & Videography Restrictions:** You are welcome to take personal photos and videos during the outing; however, you **must ensure that no other patrons are captured in the background** without their express permission.
- **Liability for Privacy Breaches:** You are requested not to post or make public any images or videos featuring other patrons. Any unauthorized public distribution of images or likenesses of other patrons that results in an invasion of privacy may subject you to direct legal liability or lawsuits from the affected parties.
- **Company Media:** Unless explicitly agreed otherwise, **Uncover Jamaica** will respect your privacy and will not use your personal image or likeness for commercial promotional purposes without consent.

5. Rules, Conduct, and Cancellations

- **Behavioral Compliance:** I agree to follow all safety instructions, guidance, and procedures outlined by **Uncover Jamaica** representatives during the trip. Failure to comply, or engaging in acts of intoxication or self-harm, may result in immediate removal from the tour without a refund.
- **Punctuality & Late Policy:** Departure times are strict. If you are not present at the designated departure time, the tour will proceed without you, and your booking will be strictly non-refundable.
- **Refund Policy:** All cancellations and modifications are subject to the standard **Uncover Jamaica** Refund Policy:
 - *30+ days before the event:* Eligible for a full refund or credit transfer.
 - *7–29 days before the event:* Eligible for a 50% refund or credit transfer.
 - *Within 6 days of the event:* Non-refundable (credit transfer considered only under special circumstances).
 - *No-shows & Late Arrivals:* Strictly non-refundable, with no credit transfer allowed.

Participant Acknowledgment & Signature

By signing below, I certify that I am **18 years of age or older**, that I meet the adult-only age requirement for this event, that I have fully read, understood, and accept all the terms of this Waiver and Release Form, and that I am signing it freely and voluntarily.

Participant Name (Printed) _____

Date of Birth (DD/MM/YYYY): _____

Participant Signature: _____

Date Signed: _____

Emergency Contact Information

Contact Name: _____

Relationship to Participant: _____

Telephone Number: _____