

**USE OF COURTESY VEHICLE AGREEMENT**

**IMPORTANT: PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. THE AGREEMENT SETS FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE VEHICLE AND CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND BINDING FORUM SELECTION AND CHOICE OF LAW PROVISIONS THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. BY ACCESSING AND/OR USING THE VEHICLE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE CONDITIONS OF USE STATED HEREIN, YOU WILL NOT BE ABLE TO OBTAIN A VEHICLE.**

This Use of Vehicle Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ day the month of \_\_\_\_\_, 20\_\_, between and by:

**SANDALS CURACAO SANTA BARBARA B.V.**, a company duly incorporated under the laws of Curacao with registered address at Mercuriusstraat 15, Curacao (hereinafter “Sandals Royal Curacao”),

And

**Guest Name** \_\_\_\_\_ (hereinafter “You” or “Your”)

**Home Address** \_\_\_\_\_,

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Country** \_\_\_\_\_

This Agreement, including Waiver of Liability, Forum Selection and Choice of Law, and Release provisions, is a legally binding agreement between You acting for all of Your family, heirs, agents, affiliates, representatives, successors, and Sandals Royal Curacao.

In consideration of Your use of the Vehicle, You agree to all terms and conditions in this Agreement.

Sandals Royal Curacao agrees to allow You to use the Vehicle subject to the terms and conditions set forth herein.

**1. USE OF THE VEHICLE**

**1.1 You are the Sole User of the Vehicle.** You certify and expressly agree that You are the sole user of the Vehicle and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand that when You agree to the use of this Vehicle, the Vehicle must be used only by You. You agree that the vehicle will not be operated by anyone other than the undersigned party/parties. You expressly agree and acknowledge that in using the Vehicle You shall be using the same for your sole

and exclusive benefit and not in pursuit of any Sandals Royal Curacao or any of its affiliates or subsidiaries, including Sandals Royal Curacao Resort, business or interest. You assume full financial and/or any other responsibility for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of You allowing another party to use the Vehicle.

You agree that You are responsible for picking up and returning the Vehicle in accordance with the directions given to You by Sandals Royal Curacao. You also agree to return the Vehicle in a reasonably clean condition. Failure to return the Vehicle in a reasonably clean condition will result in You being charged for meeting the reasonable expenses pertaining to the cleaning of the Vehicle. You further agree that all running expenses of the Vehicle while the Vehicle is in your possession will be borne by You.

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**1.2 You are At Least 25 Years Old.** You represent and warrant that You are at least 25 years old, and that You have a currently valid driver's license which permits You to operate the Vehicle under Curacao law. You represent and warrant that you are legally qualified to operate the Vehicle. You assent to providing Sandals Royal Curacao with Your currently valid driver's license for the purpose of Sandals Royal Curacao maintaining a copy of Your driver's license.

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**1.3 You are a Competent Operator.** You represent and warrant that You are reasonably competent and physically fit to use the Vehicle. By choosing to ride and/or operate a Vehicle, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further herein. You are responsible for determining if conditions, including any weather conditions or otherwise, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather, visibility, and Your surrounding environment.

**1.4 Prohibited Acts.** YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

1.4.1 Operate the Vehicle in violation of any laws, rules, regulations, and/or ordinances.

1.4.2 Operate the Vehicle while under the influence of any alcohol, drugs, medication, and/or any other substance that may impair Your ability to safely operate the Vehicle.

1.4.3 Use any cellular telephone, text messaging device, and/or any other device that may distract You from safely operating the Vehicle.

1.4.4 Use the Vehicle to carry passengers other than in the interior or cab of the Vehicle.

1.4.5 Use the Vehicle for any race or in any competition.

1.4.6 Sublet or loan the Vehicle to any third party.

1.4.7 Smoke inside the Vehicle.

1.4.8 Transport hazardous materials or illegal substances in the Vehicle.

1.4.9 Operate the Vehicle without ensuring the proper use of safety belts and child safety restraints for all occupants. The number of passengers may not exceed the number of seatbelts.

1.4.10 Use the Vehicle to pull personal trailers, including boats and recreational vehicles.

1.4.11 Drive the Vehicle, or permit the Vehicle to be driven, upon learning that a defect or dangerous condition exists in the Vehicle, until after said defect or dangerous condition is remedied.

1.4.12 Permit any animals in the Vehicle.

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**1.5 Compliance with Laws.** You agree to become aware of and follow all laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Vehicle, including those pertaining to the Vehicle in the area where You are operating the Vehicle. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE VEHICLE.

**1.6 Payment of Fines, Fees, and Administrative Fees.** You agree to indemnify and hold Sandals Royal Curacao harmless for any tickets, citations, fines, penalties and/or administrative fees incurred as a result of Your use of the Vehicle. You agree to promptly pay any fines, fees, penalties, impounding charges, court costs, traffic tickets, and/or any other charges incurred by You that result from You using the Vehicle improperly, or as a result of You violating any law, rule, regulation, and/or ordinance while using the Vehicle. You hereby authorize Sandals Royal Curacao and its affiliates, agents, contractors, and representatives, and Sandals Royal Curacao Resort to directly bill to the credit/debit card and/or other payment method You provided to them for any costs and expense associated with Your use of the Vehicle.

**1.7 Vehicle is Sandals Royal Curacao's Exclusive Property.** While the Vehicle is loaned to You, You acknowledge that You acquire no rights of ownership in the Vehicle and You agree that the Vehicle, at all times, remains Sandals Royal Curacao's exclusive property. You must not dismantle, write on, or otherwise modify, repair or deface the Vehicle, or any part of the Vehicle, in any way. You must not use a Vehicle for any advertising or other commercial purpose without Sandals Royal Curacao's express written permission.

**1.8 No Tampering.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Vehicle other than as specified in this Agreement.

**1.9 Insurance and Reporting of Damage or Crashes.**

*Insurance*

The Vehicle is insured by an insurance company that will in some circumstances cover loss and/or damage to the Vehicle (You agree to make your own inquiries as the extent of cover and if required to arrange your own alternative insurance cover in respect of the Vehicle).

A policy excess will apply for each and every claim made. You acknowledge that You are responsible for paying the policy excess or for any damage to or replacement of the vehicle (including compensation for loss of use of the vehicle) to the extent the policy of insurance does not provide and/or cover any drive of the vehicle or any loss and/or damage suffered. You also agree to provide all assistance as required by Sandals Royal Curacao and/or its insurers and to follow all lawful instructions given to you by Sandals Royal Curacao and/or its insurers.

In the case of accident, You agree to (a) report the accident to the relevant authorities within the prescribed period; (b) NOT admit liability under any circumstances (c) make and sign as soon as possible, a detailed report of the accident and provide the same to Sandals Royal Curacao, giving the cause of the accident, the

names and address of the persons injured, extent of injuries, the registration plate and description of the third party vehicle, and the nature and extent of physical damage sustained. You agree to secure, as far as possible, the names and addresses of all witness to the same.

**1.10 Safety Check.** Before each use of the Vehicle, You shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. You agree not to ride the Vehicle if there are any noticeable issues, and to immediately notify Sandals Royal Curacao of any damage or problems.

**1.11 You are Responsible for Vehicle Damage; Vandalism.** You agree to return any Vehicle to Sandals Royal Curacao in the same condition in which such Vehicle was provided to You. You agree that You will be responsible for the cost of repairing and/or replacing any Vehicle or part thereof that is returned damaged or otherwise not in the same condition in which it was provided to you. All repairs or replacements shall be made at standard factory authorized prices. You will not be responsible for normal wear and tear of the Vehicle resulting from normal operation of the Vehicle.

**1.12 ASSUMPTION OF LIABILITY BY YOU.** YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF YOU USING THE VEHICLE.

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**1.13 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (i) the Vehicle is not returned within 24 consecutive hours, (ii) the Vehicle's GPS unit is disabled, or (ii) other facts and circumstances that suggest to Sandals Royal Curacao in its reasonable, good faith determination that a Vehicle has been lost or stolen. You agree that the last registered user of a Vehicle shall be responsible for a lost or stolen Vehicle. If Sandals Royal Curacao deems a Vehicle lost or stolen, Sandals Royal Curacao shall have the authority to take any and all actions Sandals Royal Curacao deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Sandals Royal Curacao or its third party contractors may monitor the location, charge, travel history, and other driving information of the Vehicle, and may collect information and data regarding Your use of the Vehicle. You agree the data generated by any such GPS tracking device and other data related to the use of the Vehicle is conclusive evidence of the period of Your use of the Vehicle. You agree to report Vehicle disappearance or theft to Sandals Royal Curacao as soon as possible.

**1.14 Limitations on Use of Vehicle.** You agree that Sandals Royal Curacao may require You to return the Vehicle at any time.

**1.15 Limitations on Vehicle Rental.** You agree that Sandals Royal Curacao is not a common carrier. Sandals Royal Curacao provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

**1.16 Rental Period.** You agree that the term for the use of Vehicle will be for one (1) continuous four-hour period for the duration of Your booked stay at the Sandals Royal Curacao Resort, but that as further described below, such use may be reduced, terminated, at Sandals Royal Curacao’s discretion.

**1.17 Lost Personal Items.** You agree that you are solely and fully responsible for removing any personal items from the Vehicle and that Sandals Royal Curacao is not responsible for any personal items left by You or third parties in the Vehicle during the duration of the rental period. You agree that Sandals Royal Curacao has no obligation to recover and/or store any such items. You shall assume responsibility for damages incurred by You, passengers, or other third parties as a result of any items left behind in the Vehicle. When items left behind are recovered from the Vehicle, Sandals Royal Curacao shall handle the items as follows: (a) Any personal property not removed by You when You return the Vehicle shall, at the option of Sandals Royal Curacao, be deemed abandoned and shall become property of Sandals Royal Curacao and may be disposed of by Sandals Royal Curacao without liability or accountability to You (b) Any personal property not removed by You when You return the Vehicle may be removed by Sandals Royal Curacao to any place of storage and stored for Your account without Sandals Royal Curacao in any way being liable for trespass, conversion or negligence by reason of any acts of Sandals Royal Curacao or of Sandals Royal Curacao’s agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

**2. RELEASES, DISCLAIMERS, LIMITATION OF LIABILITY, ASSUMPTION OF RISK**

**2.1 Release and Indemnification.** In exchange for being allowed to use the Vehicle provided by Sandals Royal Curacao, You (acting for You and for all of Your family, heirs, agents, affiliates, representatives, successors, and permitted assigns) hereby expressly fully and forever release, discharge, indemnify, and hold harmless Sandals Royal Curacao, and Sandals Royal Curacao’s owners, managers, affiliates, employees, directors, officers, parents, subsidiaries, agents, representatives, contractors, joint ventures, partners, successors, and permitted assigns, and Sandals Resorts International, Ltd.’s owners, managers, affiliates, employees, directors, officers, parents, subsidiaries, agents, representatives, contractors, joint ventures, partners, successors, and permitted assigns (the “Released Persons”) for any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, constitutional, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys’ fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) to You or any third party, that arise from or relate in any way to the use of Vehicle and/or (ii) Your use of any of the foregoing (“Claims”), that You or any third party may have or may have against any Released Person, including but not limited to all liability for any property loss or damage, personal injury or loss of life, regardless of the cause, whether based upon breach of contract, breach of warranty, negligence or any other legal theory. To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of any Released Persons. You hereby expressly waive any claims against the Released Persons which You do not know or suspect to exist at the time of use of the Vehicle, and expressly waive Your rights under any statutes that purport to preserve Your unknown claims. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim as intended third party beneficiaries of such releases.

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**2.2 Disclaimer.** To the fullest extent permitted by law, and as to Your use of the Vehicle, Sandals Royal Curacao and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose, and hereby expressly disclaim all representations, warranties, endorsements, or promises, except as specifically set forth herein. All Vehicles are provided "AS IS", "AS AVAILABLE", and "WITH ALL FAULTS" and You rely on them at Your own risk. SANDALS ROYAL CURACAO AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE VEHICLES WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES.

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**2.3 Assumption of Risk.** You are aware that Your use of the Vehicle involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to You or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You are solely and fully responsible for the safe operation of the Vehicle at all times. You agree that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. You expressly agree and acknowledge that you fully understand the risks associated with your use of the Vehicle, and You assume full and complete responsibility for all related risks, dangers, and hazards. You agree that if Your use of the Vehicle causes any injury or damage to another person or property, then You will be liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown.

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**2.4 Limitation of Liability.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, SANDALS ROYAL CURACAO AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (i) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (ii) YOUR USE OF, OR INABILITY TO USE, THE VEHICLE, (iii) YOUR BREACH OF THIS AGREEMENT AND/OR YOUR VIOLATION OF ANY LAW, RULE, REGULATION, AND/OR ORDINANCE, AND/OR (iv) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU OR ANY THIRD PARTY. By using the Vehicle, You agree that the exclusions and limitations of liability set out in this Agreement are reasonable. **Sandals Royal Curacao would not allow You to use the Vehicle without the inclusion of such exclusions and limitations.**

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**2.5 Waiver of Claims.** YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST SANDALS ROYAL CURACAO AND/OR ANY OF THE RELEASED PERSONS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, CONSTITUTIONAL, AND/OR OTHER GROUNDS, EVEN IF SANDALS ROYAL CURACAO OR ANY OF THE OTHER RELEASED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

### **3. TERMINATION**

At any time and without Your consent, Sandals Royal Curacao may unilaterally terminate Your right to use the Vehicle, in Sandals Royal Curacao's sole discretion and without any notice or cause. You may terminate

Your use of the Vehicle at any time, provided, however, that You may still be liable for any cost in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Your right to use the Vehicle, regardless of how the Agreement is terminated.

#### **4. RESERVATION OF RIGHTS**

Sandals Royal Curacao reserves the right, without any limitation, to: (i) investigate any suspected breaches of this Agreement and any Additional Terms; (iii) prosecute violators of this Agreement and any Additional Terms; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; and (v) discontinue any or all of the services, or suspend or terminate Your access to any or all of the services at any time, without notice, for any reason and without any obligation to You or any third party. Any suspension or termination will not affect Your obligations to Sandals Royal Curacao under this Agreement or any Additional Terms. Upon suspension or termination of Your access to the Vehicle, or upon notice from Sandals Royal Curacao, all rights granted to You under this Agreement or any Additional Terms will cease immediately, and You agree that You will immediately discontinue use of the Vehicle. The provisions of this Agreement and any Additional Terms, which by their nature should survive Your suspension or termination will survive, including the rights and licenses You grant to Sandals Royal Curacao in this Agreement, as well as the indemnities, releases, disclaimers, waivers, and limitations on liability and the provisions regarding jurisdiction, venue, and choice of law.

#### **5. FORCE MAJEURE**

Neither Sandals Royal Curacao or You shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing, or bocotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

#### **6. FORUM SELECTION AND CHOICE OF LAW**

YOU HEREBY KNOWINGLY AND VOLUNTARILY AGREE this Agreement, any Additional Terms, and any and all claims that You may have against Sandals Royal Curacao and/or against Sandals Royal Curacao's owners, managers, affiliates, employees, directors, officers, parents, subsidiaries, agents, representatives, contractors, joint ventures, partners, successors, and/or assigns, and/or against Sandals Resorts International, Ltd. and/or its owners, managers, affiliates, employees, directors, officers, parents, subsidiaries, insurers, agents, representatives, contractors, joint ventures, partners, successors, and/or assigns, and in connection with or in any way incident or related to the Agreement and Your use of Vehicle, shall be governed solely by, and must be construed and enforced in accordance with, the laws of Curacao as the exclusive choice of law, and further that the courts of Curacao shall be the exclusive venue/forum for any proceedings, claims, or litigation whatsoever. For every dispute regarding this Agreement and Your use of the Vehicle each party consents to the jurisdiction of the courts of Curacao and agrees that those courts have personal jurisdiction over each party; venue must be in the Curacao.

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#### **7. LIMITATION PERIODS**

**LIMITATIONS PERIODS:**

NO SUIT SHALL BE MAINTAINABLE AGAINST SANDALS ROYAL CURACAO ITS PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS OR REPRESENTATIVES RELATING TO PERSONAL INJURY, ILLNESS OR DEATH OR LOSS OR DAMAGE TO PROPERTY, UNLESS WRITTEN NOTICE OF THE CLAIM, WITH PARTICULARS, IS ADDRESSED TO SANDALS ROYAL CURACAO. ATTENTION: CLAIMS, MERCURIUSSTRAAT 15, CURACAO AND IS RECEIVED WITHIN SIX MONTHS AFTER THE DEATH OR LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS. IN NO EVENT SHALL SUCH SUIT BE MAINTAINABLE UNLESS COMMENCED WITHIN ONE YEAR AFTER THE DEATH, LOSS OR DAMAGE TO PROPERTY, OR THE ONSET OF THE INJURY OR ILLNESS.

**8. LIMITATION OF DAMAGES:**

SANDALS ROYAL CURACAO AND ITS PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS OR REPRESENTATIVES SHALL NOT BE LIABLE TO YOU IN ANY CIRCUMSTANCES, FOR (A) ANY PERSONAL INJURIES OR PROPERTY DAMAGE ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION ON THEIR PART; (B) EMOTIONAL DISTRESS, MENTAL SUFFERING, OR PSYCHOLOGICAL INJURY OF ANY KIND; OR (C) ANY CONSEQUENTIAL INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

**9. APPLICATION OF TERMS**

YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS AGREEMENT ARE EXPRESSLY INTENDED TO BENEFIT AND BE ENFORCEABLE NOT ONLY BY SANDALS ROYAL CURACAO BUT ALSO BY ITS PARENT CORPORATION, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS OR REPRESENTATIVES.

**10. CLASS ACTION WAIVER**

SANDALS ROYAL CURACAO AND YOU AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. THIS AGREEMENT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES YOU FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER THIS AGREEMENT OR PURSUANT TO YOUR USE OF VEHICLE. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION, MEDIATION OR LAWSUIT WHATSOEVER SHALL BE LITIGATED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND YOU EXPRESSLY AGREE TO WAIVE AUTHORITY TO ARBITRATE AND LITIGATE CLAIMS ON A CLASS ACTION BASIS. IF YOUR CLAIM IS SUBJECT TO LEGAL PROCEEDING UNDER PARAGRAPH 6 ABOVE, YOU FURTHER AGREE AND ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE PROCEEDING OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ANY CLAIMS HEREIN. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER



MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW. YOU AGREE THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE FORUM SELECTION AND CHOICE OF LAW PROVISION SET FORTH IN PARAGRAPH 6 ABOVE. You agree that the parties referenced in PARAGRAPH 6 ABOVE that may be the subject of any claim by You can receive immediate judicial assistance to enforce this class action waiver.

#### **11. CUMULATIVE REMEDIES**

All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

#### **12. ENTIRE AGREEMENT**

12.1. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous oral or written understanding, commitments, contracts or representations relating to the subject matter of this Agreement. To the fullest extent permitted by law, all terms, warranties, or conditions implied by law or by custom of dealing are also excluded.

12.2 Subject to clause 12.1, each party agrees that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those expressly set out in this Agreement) made by or on behalf of the other party before the signature of this Agreement. Each party waives all rights and remedies which, but for this clause 12.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

#### **13. MISCELLANEOUS**

A printed and/or electronic version of this Agreement will be admissible in judicial and administrative proceedings based upon or relating to this Agreement and use of Vehicle to the same extent and subject to the same conditions as other business documents and records originally generated and maintained. You agree that all agreements, notices, disclosures, and other communications that Sandals Royal Curacao provides to You electronically satisfy any legal requirement that such communications be in writing. If any provision of these Agreement is held to be invalid or unenforceable the remaining provisions shall still be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Sandals Royal Curacao in Sandals Royal Curacao's sole and absolute discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. All sections which by their context ought to survive this Agreement shall survive any termination or expiration of this Agreement. To the extent permitted by applicable law, You agree to waive, and You hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. You acknowledge that this Agreement is given in exchange for good and valuable consideration. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and references to a party to this Agreement includes their successors and permitted assigns. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives). Each party represents and undertakes that it is entering this Agreement as principal and not as agent for any other party. In performance of this Agreement, the status of each party including employees and agents shall be that of independent contractor and not of employee, agent or fiduciary of the other party. Neither party has any right to make commitments for or on behalf of the other party.

#### **14. ACKNOWLEDGEMENT OF NOTICE**

You acknowledge and affirm that You had full opportunity to review this Agreement both at this time and prior to Your vacation at the sandals.com website, and on the Terms & Conditions wherein this Agreement was provided, which were provided to You during the booking process, and affirm You received full notice of this Agreement and the provisions contained herein, including limitations of liability, assumption of risk, releases, and forum selection and choice of law provisions, and the requirement of Your acceptance of this Agreement, which made notified You that the courtesy Vehicle would only be provided upon agreement to the provisions provided herein.

**15. VOLUNTARY EXECUTION AND ACCEPTANCE OF THIS AGREEMENT**

This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Sandals Royal Curacao. You acknowledge that You (a) have read this Agreement; (b) understand the terms and consequences of this Agreement, including the releases it contains and forum selection and choice of law provisions; (c) are fully aware of the legal and binding effect of this Agreement, and by checking the boxes and clicking “Continue”, You are indicating Your consent and expressly agreeing to the terms and conditions set forth in this Agreement, including specifically the limitations on liability, and the releases, assumption of risk, forum selection, choice of law, and class action waiver provisions.

By affixing my signature below, I hereby confirm that I have read, understood and accepted the clauses above.

\_\_\_\_\_  
Print Name of GUEST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date