

WAIVER AND RELEASE OF LIABILITY AGREEMENT

SANDY RAINBOW OWNER S.R.L.
Amora Regenerative Eco-Village

1. AGREEMENT TO WAIVE LIABILITY

1.1 Acknowledgment and Acceptance

I, the undersigned, hereby acknowledge that I am voluntarily participating in activities organized and operated by **SANDY RAINBOW OWNER S.R.L.** (hereinafter "Company"), a Sociedad de Responsabilidad Limitada duly registered with the Registro Nacional of Costa Rica, including but not limited to: family events, land tours, community gatherings, agricultural activities, and all associated recreational activities (hereinafter "Activities").

1.2 Voluntary Participation

I fully understand that my participation in the Activities is entirely voluntary. I have not been coerced, forced, or pressured into participating. I have had the opportunity to ask questions about the nature of the Activities and have received adequate information regarding the risks involved.

2. ASSUMPTION OF RISK

2.1 Natural and Inherent Risks

I fully and freely assume all risks of injury, death, property damage, and loss that may arise from my participation in the Activities. I specifically acknowledge and accept the following inherent risks, which include but are not limited to:

2.1.1 Environmental Hazards

- Uneven, slippery, or unstable terrain and natural topography
- Exposure to insects, arachnids, and wildlife (including snakes, spiders, ants, mosquitoes, and other fauna native to Costa Rican tropical ecosystems)
- Exposure to weather conditions including heat, humidity, rain, and sun
- Natural water bodies and water-related hazards
- Vegetation including plants, trees, thorns, and botanical irritants
- Mud, rocks, roots, and debris on ground surfaces

2.1.2 Physical Activity Hazards

- Vigorous physical exertion and cardiovascular stress
- Muscle strain, sprains, and fractures from walking, climbing, or movement
- Fatigue and dehydration

- Falls from heights, slips, and trips
- Loss of footing on unstable surfaces

2.1.3 Transportation Hazards

- Travel to and from the Activity sites by vehicle or other means
- Road conditions and traffic hazards

2.1.4 Medical and Health Emergencies

- Limited access to emergency medical services
- Delay in receiving medical treatment due to remote location
- Allergic reactions to insect bites, plants, or other environmental factors
- Heat stroke, heat exhaustion, or other heat-related illnesses
- Dehydration
- Pre-existing medical conditions aggravated by physical activity

2.1.5 Equipment and Facility Hazards

- Use of tools, equipment, or facilities that may malfunction
- Structural hazards related to temporary or natural structures

2.2 Unknowable Risks

I further acknowledge that there may be other risks of injury, death, or property damage that cannot now be anticipated, foreseen, or known. I expressly assume all such Unknown Risks.

2.3 Voluntary Assumption

I have had adequate opportunity to evaluate these risks and voluntarily accept them as a condition of my participation in the Activities. I recognize that even with precautions taken by the Company, serious injury or death may occur.

3. RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

3.1 Release of All Claims

To the fullest extent permitted by the laws of Costa Rica, I hereby release, waive, discharge, and relinquish any and all claims, demands, causes of action, or rights of action of any kind whatsoever, whether known or unknown, foreseen or unforeseen, arising from or related to my participation in the Activities.

3.2 Released Parties

This release applies to and includes the Company, its owners, managers, shareholders, directors, officers, employees, agents, volunteers, contractors, successors, and assigns (collectively, the "Released Parties"), as well as the owners and operators of land and facilities where Activities take place.

3.3 Scope of Release

I release the Released Parties from any and all liability, claims, demands, actions, or causes of action arising from or related to:

- Personal injury, including temporary or permanent disability, disfigurement, and loss of bodily function
- Wrongful death
- Mental anguish, emotional distress, or psychological injury
- Property damage, loss, or destruction
- Loss of personal possessions
- Medical or rescue expenses
- Any other loss or damage of any kind

3.4 Causation

This release applies to any injury, death, or damage that arises in any manner from or is related to the Activities, whether caused by:

- Acts or omissions of the Released Parties
- Negligence (active or passive) of the Released Parties
- Breach of any duty or obligation by the Released Parties
- Defective equipment or unsafe facilities
- Environmental conditions or natural hazards
- The conduct of other participants
- The undersigned's own conduct or actions

3.5 Hold Harmless and Indemnification

I further agree to indemnify, defend, and hold harmless all Released Parties from any and all claims, damages, liabilities, penalties, losses, or expenses (including reasonable attorneys' fees and court costs) arising from or related to:

- My participation in the Activities
- My breach of this Agreement
- Any injury to me or damage to my property
- My negligence or willful misconduct
- Claims brought by my heirs, estate, or representatives

4. SCOPE AND LIMITATIONS

4.1 Gross Negligence and Willful Misconduct Exception

This waiver does not apply to liability arising solely from the gross negligence or willful misconduct of the Released Parties. Costa Rican law (Article 1045 of the Civil Code) permits waiver of ordinary negligence but may limit waivers of gross negligence or willful misconduct depending on the facts and circumstances.

4.2 Statutory Limitations

To the extent that Costa Rican law renders any portion of this waiver unenforceable, the remaining provisions shall remain in full force and effect. This waiver is intended to extend the protections permitted under Costa Rican law to the maximum extent possible.

4.3 Minors

For minors participating in the Activities, the parent, legal guardian, or authorized representative must execute this waiver on behalf of the minor. The parent, guardian, or representative further agrees to indemnify the Released Parties for any claims or injuries arising from the minor's participation.

5. MEDICAL AUTHORIZATION AND ASSUMPTION OF RESCUE COSTS

5.1 Medical Authorization

I authorize the Released Parties to arrange for emergency medical treatment if I am injured or become ill during the Activities. I assume full financial responsibility for all medical, emergency, rescue, and evacuation costs, which may be substantial in remote locations.

5.2 Insurance Responsibility

I acknowledge that the Company does not maintain medical insurance coverage for participants. I am solely responsible for obtaining my own health insurance and travel insurance prior to participation. I further acknowledge that I will not seek reimbursement from the Company or Released Parties for any medical costs incurred.

5.3 Cost Assumption

I voluntarily assume all costs associated with:

- Emergency medical treatment
- Emergency evacuation or rescue
- Search and rescue operations
- Medical transportation
- Any other costs related to injury or illness during the Activities

6. REPRESENTATION OF PHYSICAL AND MENTAL FITNESS

6.1 Health and Fitness Declaration

I represent and warrant that:

- I am in good physical and mental health and am physically and mentally capable of participating in the Activities
- I have no medical conditions that would be aggravated by physical exertion or exposure to environmental factors
- I am not under the influence of alcohol, drugs, or controlled substances

- I have disclosed all relevant medical conditions and medications to the Company
- I have consulted with a physician if I have any doubts about my fitness level

6.2 Responsibility for Disclosure

I assume full responsibility for determining my own fitness level and for disclosing all relevant medical information. The Company relies on my representations and has not conducted independent medical evaluations.

7. ASSUMPTION OF RESPONSIBILITY FOR OTHERS

7.1 Responsibility for Minors

If I am bringing minors to the Activities, I assume full parental or guardianship responsibility for them. I agree to:

- Supervise minors at all times
- Ensure minors comply with all safety instructions
- Assume all liability for the conduct and safety of minors
- Release the Company from liability for any injury to minors under my care

7.2 Responsibility for Guests

If I am bringing additional adult participants, I agree to inform them of this waiver and obtain their acknowledgment of the risks involved.

8. CODE OF CONDUCT AND SAFETY COMPLIANCE

8.1 Agreement to Comply

I agree to comply with all safety instructions, rules, and guidelines provided by the Released Parties and to follow all lawful instructions from Company representatives and guides.

8.2 Prohibited Conduct

I agree to refrain from:

- Consuming alcohol or controlled substances prior to or during the Activities
- Engaging in reckless or dangerous behavior
- Violating environmental protection laws or regulations
- Trespassing on private property
- Disturbing wildlife or natural habitats
- Leaving marked trails or designated areas without permission
- Ignoring weather warnings or safety alerts
- Wearing inappropriate footwear or clothing
- Failing to disclose medical conditions or fitness limitations

8.3 Removal from Activities

The Company reserves the right to remove any participant from the Activities at any time if the participant's conduct endangers themselves or others. Such removal will not entitle the participant to reimbursement of fees.

9. INTELLECTUAL PROPERTY AND PHOTOGRAPHY

9.1 Photo and Video Consent

I grant the Company full permission to photograph and video record me or my minor children (if applicable) during the Activities. I further grant the Company the right to use such photographs and videos in any manner without restriction, including:

- Publication on websites and social media
- Use in promotional materials and advertising
- Distribution in newsletters and communications
- Commercial licensing (if applicable)

9.2 Rights Waiver

I waive any right to approve the final photographic content or to be compensated for the use of the images.

9.3 Opt-Out

If I do not wish to be photographed, I must inform a Company representative in writing prior to the commencement of the Activities.

10. SEVERABILITY AND INTERPRETATION

10.1 Severability

If any provision of this Agreement is found to be unenforceable or invalid under Costa Rican law, such provision shall be severed, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

10.2 Interpretation

This Agreement shall be interpreted broadly in favor of the Released Parties and shall be construed as a release and waiver to the fullest extent permitted by law. Headings are for convenience only and do not affect interpretation.

10.3 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the Activities and supersedes all prior negotiations, representations, and agreements, whether written or oral.

11. ACKNOWLEDGMENT AND LEGAL ADVICE

11.1 Opportunity for Legal Counsel

I acknowledge that I have had the opportunity to consult with legal counsel before entering into this Agreement and understand the legal consequences of doing so.

11.2 Informed Decision

I have read this Agreement carefully and fully understand its terms and conditions. I understand that by signing this Agreement, I am giving up substantial rights that I might otherwise have, including the right to sue or recover damages from the Company, even in cases of negligence.

11.3 Voluntariness

I am signing this Agreement freely and voluntarily without duress, coercion, or pressure of any kind.

12. PERSONAL INFORMATION AND DATA PROTECTION

12.1 Data Collection

I acknowledge that the Company may collect personal information including my name, contact information, emergency contact information, and health information (to the extent disclosed) for the purposes of administering the Activities and ensuring safety.

12.2 Privacy Protection

Personal data will be handled in accordance with applicable Costa Rican privacy laws and international standards. The Company will retain this information for the purposes of safety, liability protection, and emergency response.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Costa Rica, without regard to its conflict of law principles.

13.2 Jurisdiction

Any disputes arising from this Agreement or the Activities shall be subject to the exclusive jurisdiction of the courts of San José, Costa Rica, in accordance with Costa Rican civil procedure law.

13.3 Waiver of Jury Trial

To the extent permitted by Costa Rican law, I waive any right to a jury trial and agree to resolution by a judge in the Costa Rican court system.

LEGAL NOTICES (COSTA RICA)

NOTICE TO PARTICIPANT: This is a legally binding document. By signing, you acknowledge that you have read and understand this waiver and that you are releasing the Company, its owners, managers, and employees from all liability for injury, death, and property damage arising from your participation in the Activities, to the extent permitted by Costa Rican law.

NOTICE REGARDING COSTA RICAN LAW: Under Article 1045 of the Costa Rican Civil Code, liability arising from ordinary negligence may be waived; however, liability arising from gross negligence (*culpa grave*) or willful misconduct may be subject to different legal standards. This waiver is intended to protect the Released Parties to the maximum extent permitted by Costa Rican law.

NOTICE REGARDING LIABILITY LIMITATIONS: The Company and its owners are protected by this waiver from civil liability claims to the maximum extent permitted by Costa Rican law. This protection extends to both the Company itself and to SANDY RAINBOW OWNER S.R.L. as a legal entity.

DOCUMENT RETENTION

This document shall be:

- Retained by the Company for a minimum of seven (7) years
- Kept in a secure, confidential manner
- Used solely for liability protection and emergency response purposes
- Not shared with third parties except as required by law or for emergency medical care

Version: 2.0 (Read-Only Format)

Date Prepared: January 30, 2026

Jurisdiction: Republic of Costa Rica

Applicable Law: Costa Rican Civil Code, Article 1045 and related provisions

This document has been prepared in accordance with Costa Rican law and international best practices for liability protection. It is strongly recommended that this document be reviewed by local legal counsel prior to implementation to ensure compliance with current Costa Rican regulations and to verify enforceability in specific circumstances.