



MARIGOT BAY

RESORT AND MARINA

AGREEMENT, WAIVER AND RELEASE REGARDING COVID-19

I understand that there are many unknowns related to the COVID-19 virus, including but not limited to its methods of transmission, presentation of symptoms, and duration. I further understand and acknowledge the inherent risks associated with COVID-19 and have agreed to stay at Marigot Bay Resort and Marina operated under Drake Intertrade Ltd, recognizing and assuming these risks. I release, hold harmless and covenant not to sue Marigot Bay Resort And Marina, the property owner of the Hotel, the Hotel operator and their past or present predecessors, successors, affiliates, parents, subsidiaries, related entities, directors, assigns, officers, agents, attorneys, managers, employees, former employees, members and servants, or other individuals in any way related to the Hotel (the "Releasees") for all actions, causes of action, claims or damages, damages at law or in equity of whatever kind related directly or indirectly to the transmission or spread of COVID-19 or any financial damages arising either directly or indirectly from the transmission or spread of COVID-19, including those actions, claims or damages arising out of the acts or failure to act of either the Releasees, any individuals on the premises of the Hotel, or my own acts or failure to act while I am a guest at the hotel and its facilities, except those which are due to the gross negligence of the Releasees.

During the time I am, or those I am responsible for are, present at the hotel property, I agree to comply with any and all requirements of the Hotel related to COVID-19, including but not limited to compliance with governmental directives and/or orders, use of social distancing, hand sanitizers and/or masks, immediate disclosure to the Hotel of symptoms and/or knowledge of possible infection, personal hygiene, self-isolating and quarantining and any other orders or directives issued by the Hotel or any agencies or entities of government.

Should any portion of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts shall remain in full force and effect. I irrevocably agree that any dispute arising out of, or in connection with, this Agreement and in particular with reference to this COVID-19 exclusion clause, shall be governed by Saint Lucia law and shall be decided solely and exclusively by the Saint Lucian courts.

Signed _____

Date _____

Signed _____

Date _____