Waiver and Release of Claims

BIGMAMA’S TOURS, NP NASSAU BAHAMAS

By purchasing tickets/reserving by payments/scheduled trips for and/or participating in any tour/transportation offered by Bigmama’s Tours (the “Company”), and in consideration of being allowed to purchase said tickets/reservations, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, said purchaser/tour participant (the “Participant”) understands, acknowledges represents, warrants and agrees as follows, with the knowledge that the Company will rely on same:

1. Participant desires to participate/reserve Tour/ Transportation offered by the Company (the “Tours”).

2. Participant is in good health and suffers from no minor or serious physical or mental injury, illness or disability that would make Participant especially susceptible to injury or disability while taking part in any activity contemplated by this Waiver and Release of Claims.

3. Participant fully comprehends and accepts all of the risks associated with his/her participation in the Tours including, without limitation, exposure to unfavorable weather conditions, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, other participants, automobiles, pedestrians and the like) and death.

4. Participant grants to Company and Company assigns the irrevocable, sub-licensable right and authority to use Participant’s name, likeness, photograph and/or picture for any and all commercial or non-commercial purposes now known or later developed in perpetuity throughout the universe without further obligation or compensation to Participant.

5. PARTICIPANT’S PARTICIPATION IN THE TOURS IS AT PARTICIPANT’S OWN SOLE RISK. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, HEREBY FOREVER AND UNCONDITIONALLY RELEASES THE COMPANY, AND ANY AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, PRESENT AND FORMER EMPLOYEES, OWNERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, INSURERS, SHAREHOLDERS AND DIRECTORS OF THE FOREGOING (INCLUDING, WITHOUT LIMITATION, ERICA THOMPSON & BIGMAMAS TOURS) (COLLECTIVELY, “RELEASED PARTIES”), FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT’S PARTICIPATION IN THE TOURS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, ACTIONS, AND LIABILITIES FOR DEATH, INJURY, LOSS OR DAMAGE TO PARTICIPANT, TO ANY ONE ELSE, OR TO ANY PROPERTY, REGARDLESS OF WHETHER OR NOT SUCH INJURY, LOSS OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OR WILLFUL CONDUCT OF THE COMPANY OR ANY OF THE RELEASED PARTIES. PARTICIPANT, ON BEHALF OF HIS/HERSELF AND/OR ANY PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF PARTICIPANT, FURTHER AGREES TO DEFEND AND INDEMNIFY THE RELEASED PARTIES, AND TO HOLD THE RELEASED PARTIES HARMLESS, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY’S FEES) AND LOSSES OF ANY KIND OR NATURE WHATSOEVER IN ANY WAY ARISING OUT OF, OR RESULTING FROM, PARTICIPANT’S PARTICIPATION IN THE TOURS.

6. This Waiver and Release of Claims constitutes the entire agreement and understanding between Participant and the Released Parties, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants, or undertakings other than those contained in this Waiver and Release of Claims.

7. None of the provisions of this Waiver and Release of Claims can be waived or modified except expressly in writing signed by Participant and the party against whom the waiver or modification is sought to be enforced. Failure of any of the Released Parties to enforce any of their rights hereunder at any time shall not act as a waiver to enforce their rights under this Waiver and Release for same or similar acts at any subsequent time.