

COVID-19 GUEST DECLARATION & WAIVER OF LIABILITY

Welcome to one of our Sun Group Hotels! We are pleased to offer our COVID-19 testing and quarantine services for your convenience. As you will appreciate, management must ensure compliance with all Directives, Orders, Protocols and Guidelines issued by the Government of Barbados. **In consideration of this, you are required to agree to the following terms and conditions before your stay at the Hotel and participation in our COVID-19 Testing and Quarantine Services can be CONFIRMED:**

1. As you know, pinpointing the exact source of COVID-19 exposure for international travellers is impossible. COVID-19 has a 14-day (or longer) incubation period and travellers may be exposed prior to leaving home, while traveling, and at any point in between. You therefore **ACKNOWLEDGE** that the risk of COVID-19 exposure cannot be reduced to zero in a travel and tourism setting.
2. Further, as a **CONDITION** of entering and/or staying at the Hotel, all visitors/guests must **ACKNOWLEDGE** the **RISKS** associated with COVID-19 exposure and **ASSUME ALL SUCH RISKS**. They shall further **WARRANT** that before entering (where applicable) and/or during their stay at the Hotel, they shall have satisfied all of the applicable COVID-19 governmental requirements.
3. Barbados has implemented various COVID-19 Protocols which are available at www.visitbarbados.org. You are required to familiarize yourself with these Protocols and by this Declaration **CONFIRM** that you, any other guests in your party will comply with the Protocols and any other instructions/requirements given during your stay. Confirmation of your compliance is expressly incorporated as a **CONDITION** of your booking agreement.
4. The most up-to-date Government Protocols requires that guests who are awaiting COVID-19 test results stay within the confines of their room. You hereby accept that you are **NOT** permitted access to the Hotel property outside of your assigned room and undertake to fully comply with this requirement for the full length of your quarantine or as may be directed by an official of the Barbados Ministry of Health & Wellness.
5. During your participation in our COVID-19 testing and quarantine service, there **MAY** be an opportunity whereby the management of the Hotel can obtain the results of your COVID-19 test before the issuance of the relevant medical documentation/certification. This is in no way guaranteed. If you request the early release of your COVID-19 test results without the benefit of the relevant medical documentation/certification, you acknowledge and accept that you may be required to remain within your quarantine arrangement until the provision of that documentation/certification. **You further acknowledge that in making such request you are expressly agreeing to the release of your medical records to the Hotel and its Management.**
6. The early release of your COVID-19 test results without the relevant medical documentation/certification comes with an increased risk of error due to the results not being formally certified and approved. Any loss or expenses incurred or losses caused by an error in the reporting of test results without the required documentation/certification will be borne entirely by you. **The Hotel makes no guarantee and undertakes no liability whatsoever as it relates to the results COVID-19 testing.**

COVID-19 – GENERAL LIABILITY WAIVER

“I ACKNOWLEDGE THAT COVID-19 IS A HIGHLY CONTAGIOUS DISEASE AND CAN RESULT IN SERIOUS ILLNESS, INJURY AND DEATH. I ACCEPT THAT THERE IS AN INHERENT RISK OF EXPOSURE TO COVID-19 ANYWHERE PEOPLE ARE, OR HAVE BEEN, PRESENT. ON BEHALF OF MYSELF AND EACH OTHER GUEST FOR WHOM I AM MAKING THIS BOOKING (FOR WHOM I CONFIRM I AM AUTHORIZED TO ACT), I FURTHER AGREE AND UNDERTAKE THAT, SAVE AND EXCEPT FOR WHERE I OR ANY SUCH GUEST CAN PROVE THAT I HAVE OR SUCH GUEST HAS CONTRACTED COVID-19 AS A RESULT OF A PARTICULAR NEGLIGENT ACT OR OMISSION OF THE UNIT OWNER OR MANAGEMENT



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OF THE HOTEL, I AND EACH SUCH GUEST COVENANT NOT TO SUE AND WILL ACCORDINGLY RELEASE, INDEMNIFY AND HOLD HARMLESS THE SAID PARTIES, AND THEIR RESPECTIVE PARENT CORPORATIONS, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, SERVANTS, AGENTS AND REPRESENTATIVES, AGAINST ANY CLAIMS, LOSSES, ILLNESS, INJURY AND/OR DAMAGES WHATSOEVER, INCLUDING LEGAL FEES, RELATING TO COVID-19 EXPOSURE OR TO ANY INFECTION, TRANSMISSION OR HEALTH CONDITION THAT MAY BE INFLUENCED, IMPACTED OR COMPLICATED BY COVID-19.”

COVID-19 TESTING & QUARANTINE SERVICES LIABILITY WAIVER

“I ACKNOWLEDGE THAT ANY TIMEFRAME PROVIDED TO ME OR TO EACH OTHER GUEST FOR WHOM I AM MAKING THIS BOOKING (FOR WHOM I CONFIRM I AM AUTHORIZED TO ACT) BY THE HOTEL OR ITS MANAGEMENT FOR THE RETURN OF MY COVID-19 TEST RESULTS IS AN ESTIMATE AND CANNOT BE GUARANTEED. I ACCEPT THAT THE HOTEL IS DEPENDENT ON A GOVERNMENTAL AUTHORITY AND/OR THIRD PARTY TO PROVIDE COVID-19 TESTING. THE HOTEL WILL NOT BE HELD LIABLE FOR ANY DELAYS CAUSED BY A FAILURE TO PROVIDE TEST RESULTS OR REQUIRED DOCUMENTATION/CERTIFICATION WITHIN THE STATED TIMEFRAME REGARDLESS OF THE LENGTH OF THE DELAY. MYSELF AND EACH SUCH GUEST ACCEPT THAT ANY EXPENSES INCURRED OR LOSSES CAUSED BY A DELAY IN THE DELIVERY OF TEST RESULTS OR THE REQUIRED DOCUMENTATION/CERTIFICATION WILL BE BORNE ENTIRELY BY MYSELF AND EACH SUCH GUEST. I AND EACH SUCH GUEST COVENANT NOT TO SUE AND WILL ACCORDINGLY RELEASE, INDEMNIFY AND HOLD HARMLESS THE SAID PARTIES, AND THEIR RESPECTIVE PARENT CORPORATIONS, AFFILIATES, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, SERVANTS, AGENTS AND REPRESENTATIVES, AGAINST ANY CLAIMS, LOSSES, AND/OR DAMAGES WHATSOEVER, INCLUDING LEGAL FEES, RELATING TO ANY SUCH DELAY IN THE PROVISION OF COVID-19 TEST RESULTS OR ANY OF THE ACCOMPANYING DOCUMENTATION.”

- 7. This Declaration forms a binding AGREEMENT between the Hotel and you together with any persons staying in your room during your stay. This Agreement shall be governed by and construed in accordance with the laws of BARBADOS. The courts and authorities of BARBADOS shall have exclusive jurisdiction over any claims arising out of or in connection with your stay at the Hotel.

IN ACCEPTANCE OF THE ABOVE:

PRINCIPAL GUEST: _____

IF MORE THAN ONE GUEST, LIST ALL OTHER PERSONS WHO WILL BE STAYING IN THE ROOM:

HOTEL NAME: _____

ROOM #: _____

DATES OF STAY: _____

SIGNATURE: _____

DATE: _____
