LIABILITY RELEASE AND ASSUMPTION OF RISK FOR SUPERVISION OF CERTIFIED DIVERS WITH DEEP BLUE DIVERS LTD

PLEASE READ CAREFULLY BEFORE SIGNING.

I hereby affirm that I am a certified diver or a student diver under the control & supervision of a certified scuba instructor, & that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to & from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, & other perils of the sea. By signing this release, I certify that I am fully aware of & expressly assume these & all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

I understand & agree that neither <u>DEEP BLUE DIVERS LTD</u>, nor boat owner nor the crew of the vessel, nor International PADI, Inc., nor its affiliate of subsidiary, corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals &/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip & scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active. I further state that I am of lawful age & legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

By signing this release I herby exempt & release all the above listed entities &/or individuals from all liability & responsibility for personal injury, property damage or wrongful death, however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active.

I acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to engaging in this boat trip & scuba dive(s), I am fully aware of the legal consequences of signing this instrument, & that I understand & agree that this document is legally binding & will preclude me from recovering monetary damages from the above listed entities &/or individuals, whether specifically names or not, for personal injury, property damage or wrongful death caused by product liability or the negligence of the released parties, whether passive or active.

I understand that if I cancel a dive I must give at least 12 hours notice or I will be charged.

Diver Signature	Date	Day	/Month	/ Year
Guardian Signature	Date	Dav	/	/ Year

LIABILITY RELEASE AND ASSUMPTION OF RISK FOR SUPERVISION OF CERTIFIED DEEP BLUE DIVERS LTD

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF YOUR RIGHTS TO SUE <u>DEEP BLUE DIVERS LTD</u> AND THEIR EMPLOYEES, AGENTS, AND ASSIGNS (HEREIN AFTER "RELEASED PARTIES") FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING DIVE ACTIVITIES AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES.

- 1. Lacknowledge that Lam a **certified scuba diver** trained in safe diving practices.
- 2. I am aware of the risks inherent in this sport and accept these risks.
- 3. I am in good mental and physical fitness for diving, and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs.
- 4. I am aware of the dangers of breath holding while scuba diving, and I will not hold the Released Parties and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so.
- 5. I am aware that I will be diving with a buddy and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the Released Parties responsible for my failure to safely plan my dive.
- 6. I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not the Released Parties responsible for my failure to inspect my equipment prior to diving.
- 7. I acknowledge that I am physically fit to scuba dive and I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving.
- 8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries.
- 9. I expressly assume the risk and accept all responsibility to plan my dive and my dive plan.
- 10. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this diving excursion, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold Released Parties responsible for the same.
- 11. I understand that on this open-water diving trip, I could be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
- 12. BY SIGNING THIS RELEASE I EXEMPT <u>DEEP BLUE DIVERS LTD</u> AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Diver Signature	Date	Day	//_ Month	Year
Guardian Signature	Date		<u>//</u>	

07/12