



I AGREE to indemnify and save and hold harmless the Releases from any loss, liability, damage or cost that may occur which arises out of any Activities on or about the Premises of the Releases, whether caused by the negligence of the Releases, or otherwise.

I UNDERSTAND that scuba diving with compressed air involves certain risks, and injuries can occur which require treatment in a recompression chamber. I fully understand that the Premises are is a remote site, either by time or distance or both, from a recompression chamber, and I nevertheless expressly assume the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming in such a remote site. I hereby personally assume all risks and hazards in connection with said Activities for any personal injury, wrongful death, or property damage that may befall me as a result of my participation in these activities at the Premises whether foreseen or unforeseen, and I still wish to proceed with these activities despite the absence of a recompression chamber in proximity to the Premises.

I ACKNOWLEDGE that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases and agree that this Waiver of Claim and Right to Sue, Express Assumption of the Risk, Release of Liability, and Indemnity Agreement extends to all acts of negligence by the Releases, including negligent rescue operations.

I AGREE, in executing this document, am not relying upon any oral or written representations or statements made by the Releases other than what is set forth in this agreement. If any other provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I AGREE that this agreement shall be effective from the date first written below and shall be continuing in nature for subsequent visits until **December 31, 2007**.

I DECLARE that I have read this contractual document entitled Waiver of Claim and Right to Sue, Express Assumption of the Risk, Release of Liability, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

**PARTICIPANT:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

**WITNESS:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee having been made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releases from any loss, liability, damages, or cost that may occur which arises out of my minor child's scuba diving and/or snorkeling and/or swimming and/or any other activities on or about the premises of the Releases, whether caused by the negligence of the Releases, or otherwise.

**PARENT'S NAME:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

**GUARDIAN'S NAME:** \_\_\_\_\_  
(Please print) (Signature required) (Date)