



### **Release of Liability & Express Assumption of Risk Diving**

Please read the following document carefully, by signing it, you are assuming responsibilities and waiving legal rights. Any dives will not be fully confirmed until this Release of Liability has been filled out by each participant. [Aquaventure Reef Club] shall be construed to comprise “the Company” as well as all their affiliates, officers, agents, lawyers, employees, workers, directors and representatives.

I, \_\_\_\_\_ (“the Participant”) hereby affirm that I am fully aware, and have been thoroughly advised and informed, that skin diving, scuba diving, technical diving, snorkeling, swimming in the open ocean, and other aquatic activities carry with them inherent risks and hazards. I subsequently understand, acknowledge and accept that:

1. Even where I adhere to all appropriate safe standards and practices associated with scuba diving and technical diving, there continues to remain a risk and hazard of decompression sickness, embolism, hyperbaric, or other injuries. As such, I expressly assume the risk of any or all said injuries, including death, and shall release the Company of any responsibility or liability whatsoever, in accordance with such risks.
2. I expressly assume the risk of any or all of aforesaid injuries, including death, which may ensue where I engage in any dangerous practices whilst underwater, such as breath-holding, interacting with any marine life, diving outside of my own personal, planned or accepted limits and/or depths, disregarding any local customs, rules or regulations, and putting myself or others in any unnecessary danger whatsoever, and that I will not hold the Company responsible or liable for any or all such injuries.
3. I will be on a diving trip and/or land tour in areas made remote by either time, distance or both, from a recompression chamber and/or medical facility. As such, I choose nevertheless, to proceed with such a trip, and dives, notwithstanding the feasible absence of a recompression chamber and/or medical facility in proximity to the remote location(s). I expressly assume the risk of

frequenting such locations, and subsequently release the Company of any responsibility or liability therein.

4. Where I am involved in any accident or medical predicament, either in the water, on land or on board the dive vessel, I expressly assume all financial responsibility for the full and complete cost of any medical and/or recompression treatment, emergency evacuation and/or repatriation; and subsequently declare that I have procured sufficient insurance to deal with such instances;

5. I will thoroughly examine my snorkeling, scuba diving and/or technical diving equipment prior to engaging in the activities listed above, and will imminently notify the Company if any of the equipment is not in full working order. Prior to each dive, I undertake to examine my own equipment, and assist my buddy with the examination of his/her, to ensure the functionality, effectiveness, completeness and familiarity of both sets of equipment. I do not expect my equipment to be checked by anyone else, and will not hold the Company responsible for any injury, including death, that might result from any negligence on my part.

6. Where I obtain any equipment from the Company, I shall check it thoroughly myself, and upon locating any defects or unsuitability, will similarly report this to the Company. The Company will not be held responsible or liable for any injury, including death, which may result from a failure to perform such checks and report this.

7. The Company shall not be held liable for any acts, omissions or failures of any third parties connected with the diving trip, i.e. any travel services or public carriers, tour agencies, or airport staff. It is my responsibility to arrive promptly at the nominated place for the trip's departure.

8. In consideration of taking part in this trip, I hereby personally assume any and all such risks inherent with the trip that may befall me, whether foreseen or unforeseen, and do hereby release the Company of any responsibility or liability, for the loss or damage to any property, personal injury or death, that may result from Acts of nature or acts of war, political unrest and other hostilities, acts of terrorism or piracy, governmental requirements or local customs, the acts, omissions or failure of the Participant or any other third parties such as rescue operators.

9. I shall waive and relinquish any and all claims or causes of action against the Company whether foreseen or unforeseen related to my participation in the diving trip, concerning accident, personal injury or illness, theft, damage to or loss of property and/or wrongful death; and that the Company shall be exempt, and not be held liable or responsible for any such injury or death, or any other damages to me, that may occur as a result of my participation in this trip, or as the result of the negligence of anyone, including the Company, whether passive or active.

10. I agree to leave all land and underwater sites undisturbed. I shall not willfully damage, collect or remove any live animal, crustacean, fish, coral and/or any other items relating to the natural environment, including shipwrecks, or any other fixtures, from their innate marine environment or ecosystem. I undertake to accept full and complete financial responsibility and liability for any personal violation of this provision.

11. Statement of Understanding – In consequence of the previous provisions I have already accepted, I declare that I am of legal age in the jurisdiction of my residence and am competent to

sign this document or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent completely understands and agrees with this document.

12. Severability – The failure by either party to enforce one or more of the provisions in this Agreement, because of the illegality, invalidity or unenforceability of that provision(s), shall not affect the validity or enforceability of any other provision in the Agreement.

13. Assignment – The Agent shall not assign any of its responsibilities or obligations, or delegate any of its duties under this Agreement without express written permission by the Client.

14. Waiver – The failure by either party to perform one or more of its obligations contained in this Agreement, shall not be taken as a waiver of its contractual performance of any other obligation(s) in the Agreement.

15. Entire Agreement – This Agreement contains all the rights and obligations of both parties relating to the subject matter, and no other arrangements, agreements or undertakings shall be granted or implied from this Agreement.

16. No Third Parties – Nothing in this Agreement shall expressly or impliedly confer rights on any third party.

17. Governing Law – This contract shall be governed by, construed, and enforced in accordance with the laws of the country. Where any question or issue should arise under the Agreement or any of its provisions, it shall be decided only in the courts or tribunals of the country, to the exclusion of any other courts or tribunals.

Name .....

Signed:.....

Date:.....