

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement

I _____ HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES AND I AM AWARE OF THE INHERENT HAZARDS OF SNORKELING, SKIN AND SCUBA DIVING. In consideration of permitting me _____ to participate on the cruise on board M/V Deep Blue from Puerto Baquerizo Moreno to Puerto Baquerizo Moreno.

I HEREBY acknowledge that snorkelling, skin and scuba diving is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage.

I FURTHER ACKNOWLEDGE that diving with compressed air, NITROX and/or rebreather involves certain inherent risks: decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber. Additional risk including slipping or falling whilst on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils at sea; all of which can result in serious injury or death.

I FURTHER UNDERSTAND that the Excursion including water dive(s) may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with such activities in spite of the possible absence of a recompression chamber or medical facilities in proximity to the dive site. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip, excursions and scuba dives, whether conducted as a recreational dive or part of a diving class.

_____ I understand and agree that neither the dive master/dive supervisor/instructor; not the crew or owner of the vessel; nor the vessel itself; nor PADI America, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties ") may be held responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate , heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ I DECLARE that I am in good mental and physical health for diving, that I have not had any medical condition contradictory to diving practice, and that I am not under the influence of alcohol or drugs that are contradictory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

_____ 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, boat operators or diver training agency) responsible if I am injured doing so.

_____ 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, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing.

_____ 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 hold the Released Parties responsible for my failure to inspect my equipment prior to diving.



_____ I expressly assume the risk and accept all responsibility to plan my dive and dive my plan

_____ 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.

_____ I HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE M/V Deep Blue, VISION WEALTH LTD. and Worldwide Dive and Sail International, its facility, the dive leader, or any of its officers, instructors, agents or employees (The Releases) FROM ALL LIABILITY TO MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OF DEMANDS THEREOF ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF RELATED TO MY PARTICIPATION IN THIS ORIENTATION OR ANY OTHER RELATED DIVING OPERATIONS THAT MAY ACCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.

_____ I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, NOW AND FOREVER.

_____ I HEREBY SEPERATELY agree to indemnify and save and hold harmless the releases from any loss, liability, damage or cost that they may incur now and forever, arising of/or related to participation in this orientation or any other related diving operations, whether caused by negligence of the releases, or otherwise.

_____ I HEREBY acknowledge THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES and agree that waiver and release of liability, assumption of risk and indemnity agreement extends to all acts of negligence by the releases, INCLUDING NEGLIGENT RESCUE OPERATIONS.

_____ I HAVE READ this waiver and release of liability, assumption of risk and indemnity agreement and fully understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and signature to be a complete and unconditional release of all liability to the greatest extent allowed by law, I have had the opportunity to personally discuss and realize the potential dangers incidental to engaging in the activity of snorkelling / skin or scuba diving and related diving operations.

_____ I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the Terms herein are contractual and not mere recital, and that I have signed the Agreement of my own free act and with the knowledge that I hereby agree to waive my legal right. I further understand that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

_____ I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties. 1,



_____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND 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 HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS

_____ I DECLARE THAT I HAVE SUITABLE DIVE INSURANCE



DISCLAIMER

In the unlikely event that our Nitrox membrane system on-board our yachts breaks down, M/V Deep Blue, Vision Wealth Ltd. and Worldwide Dive and Sail International can't held be responsible for not supplying "Nitrox for Free".

of Participant

Passport No.

Date

Signature

Diver Accident Insurance Policy Number

