

Assumption Of Risk And Complete Release Of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE *Sea Experience, Inc.*, THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SNORKELING AND BOATING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
3. I assert that I am physically fit to snorkel and ride on a boat and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while snorkeling, riding on the boat, or otherwise participating in the trip.
4. I will not remove my floatation device at any time while in the water. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.
5. If I become distressed at the surface, I will immediately inflate my floatation device for flotation assistance.
6. I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
7. The participating dive store and/or boat have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance or rescue or first aid.
8. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
9. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

 Signature of Participant Date Emergency Contact & Telephone ()

 Print Name Address City State Zip

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

 Signature of Parent or Guardian Print Name of Parent or Guardian Date

BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and 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, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and 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 and agree that neither Sea Experience Inc., Sea Experience Charters, Sea Experience Diving Schools, the crew or owner of the vessel, nor Sea Experience Staff, the vessel, nor International PADI, Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/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 and 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 and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

I, _____, BY THIS INSTRUMENT, DO HEREBY 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 ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED 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.

PRINTED NAME _____

Participant's Signature _____ Date _____

Signature of Parent or Guardian _____ Date _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone Number _____

Date of Birth: Month _____ Day _____ Year _____

Emergency Contact _____

Certification Agency _____ Cert. Level & Number _____