

# Bikini Trips - Additional liability release and express assumption of risk agreement

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**Please read carefully, fill in all blanks and initial each paragraph before signing.**

I \_\_\_\_\_ [INSERT FULL NAME] HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES (SEE SEPARATE APPENDIX A FOR REFERENCE) AND I AM AWARE OF THE INHERENT HAZARDS OF SNORKELING, SKIN DIVING AND SCUBA DIVING.

In consideration of permitting me \_\_\_\_\_ [INSERT FULL NAME] to participate in the cruise on board M/V Truk Master from \_\_\_\_\_ [INSERT DEPARTURE PORT] to \_\_\_\_\_ [INSERT ARRIVAL PORT] operating in Marshall Islands (hereinafter the "Cruise").

**Please initial the following statements:**

\_\_\_\_\_ I HEREBY ACKNOWLEDGE that snorkeling, skin diving and scuba diving are potentially dangerous activities that involve the risk of serious injury and/or death and/or property damage and agree to assume all the associated risks.

\_\_\_\_\_ I FURTHER ACKNOWLEDGE that scuba diving with compressed air and/or oxygen-enriched air (hereinafter "Nitrox") involves certain inherent risks: decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber and I expressly assume all such risks.

\_\_\_\_\_ I ACKNOWLEDGE that I have received and have understood the vessel safety briefing and the general scuba diving safety briefing that outlined the local regulations and laws concerning scuba diving.

\_\_\_\_\_ I CERTIFY that I will adhere to the vessel safety guidelines and general scuba diving safety guidelines, as well as abiding to the local rules and laws.

\_\_\_\_\_ I ACKNOWLEDGE that there are additional risks associated in boat travelling with my participation in the Cruise including but not limited to 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, and I expressly assume all such risks.

\_\_\_\_\_ I FURTHER UNDERSTAND that the Cruise and associated scuba diving activities may be conducted at sites that are 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 Liability Release and Express Assumption of Risk Agreement (hereinafter the "Agreement"), I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip, land excursions and scuba dives, whether conducted as recreational dives or part of a diving class.

\_\_\_\_\_ I UNDERSTAND that without proper training, entering an overhead environment, such as a cave, is dangerous and increases the hazards involved in scuba diving. 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 dive or dives, whether conducted as recreational dives or part of a diving class.

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\_\_\_\_\_ I UNDERSTAND AND AGREE that neither the divemaster/dive supervisor/instructor; nor the crew; nor the owners of the vessel; nor the operator of the vessel, including all of its subsidiaries; nor the vessel itself, nor Blue Master Holdings Limited, and International PADI, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, directors, shareholders, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter the "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 the Cruise and/or associated scuba diving activities, 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 do not have any medical condition that is contraindicated to scuba diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking any medication, I declare that I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs. I understand if I have any medical condition contrary to diving, I must produce a diving medical certificate completed by a diving medical specialist (PLEASE REFER TO APPENDIX B FOR FULL LIST).

\_\_\_\_\_ I UNDERSTAND 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 ACKNOWLEDGE 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 according to my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing. If the diving conditions exceed my qualification or are deemed too dangerous for me, the dive guide and the Released Parties reserve the right to stop me diving.

\_\_\_\_\_ I AGREE to inspect all of my equipment prior every use to the activity, ensuring that I have all the necessary equipment and that it is functioning properly. I 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 UNDERSTAND that my itinerary may be affected by various elements outside of the Released Parties' control (such as but not limited to: weather, medical evacuation, local conditions, etc.). I agree that the captain has the final word about the itinerary bearing the safety of all onboard.

\_\_\_\_\_ 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 UNDERSTAND that this vessel is not a "floating hospital." I am aware that the boat operates in remote areas and has limited medical facilities. In the event of illness or injury, appropriate medical help must be summoned and that treatment will be delayed until I can be transported to a proper medical care facility. I agree to be fully responsible and liable for all costs of the medical evacuation, transportation, medical care and associated expenses in such an eventuality.

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\_\_\_\_\_ I FULLY ASSUME all responsibility and all risk associated for the use of any medications, medical devices and/or medical supplies available on board and understand that the presence and availability of these medications, medical devices and/or medical supplies on board does not constitute a recommendation nor a prescription for their use. The decision to use any medications, medical devices and/or medical supplies on board is mine and mine alone. I agree to hold blameless all of the Released Parties for any harm associated with the use of said medications, medical devices and/or medical supplies, regardless of whether the medications, medical devices and/or medical supplies in question be approved in my country of residence, or the country of my citizenship.

\_\_\_\_\_ I UNDERSTAND that the United States Government conducted 23 atomic and hydrogen bomb experiments at Bikini Atoll between 1946 and 1958 and that the ships I will dive on at Bikini received radiation from some of the tests.

\_\_\_\_\_ I ACKNOWLEDGE that I have received and read a 10-page report ([www.bikiniatoll.com/rad\\_rpt.pdf](http://www.bikiniatoll.com/rad_rpt.pdf)) by W.L. Robison of Lawrence National Laboratory entitled "Estimates of Radiological Dose to People Living on Bikini Island for Two Weeks While Diving in and Around the Sunken Ships in Bikini Lagoon". I have also read the summary of this report, which states: "The potential dose to a person swimming in the Bikini Lagoon around or through the sunken ships is so low from both the activation products originally induced in the ships and from radionuclides in the lagoon's sediment that it can be considered essentially zero".

\_\_\_\_\_ I FURTHER UNDERSTAND that 25% of the world's population dies of cancer. Nevertheless, I expressly assume the risk (however low it may be) that I may contract cancer or any other radiation-induced disease or illness as a result of my visit to Bikini.

\_\_\_\_\_ I HEREBY EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL RESPONSIBILITY AND 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 THE CRUISE AND IN ANY DIVING ACTIVITIES THAT MAY OCCUR, WHETHER SUCH LOSS OR DAMAGE BE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

\_\_\_\_\_ I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASED PARTIES AND AGREE THAT THIS AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASED PARTIES, INCLUDING NEGLIGENT RESCUE OPERATIONS.

\_\_\_\_\_ I DECLARE 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 rights. 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 that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

\_\_\_\_\_ 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.

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\_\_\_\_\_ I DECLARE that I have suitable dive and accident insurance: \_\_\_\_\_ [INSURANCE NAME]  
and \_\_\_\_\_ [POLICY NUMBER]

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<b>Signature of Participant:</b>	<b>Passport Number:</b>	<b>Date:</b>
_____	_____	_____
<b>Guardian's Signature (if applicable):</b>	<b>Guardian's Passport No:</b>	<b>Date:</b>