

# Liability release and express assumption of risk agreement for non-diver passenger

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

In consideration of permitting me \_\_\_\_\_ [INSERT FULL NAME] to participate in the cruise on board the \_\_\_\_\_ [INSERT VESSEL NAME] from \_\_\_\_\_ [INSERT DEPARTURE PORT] to \_\_\_\_\_ [INSERT ARRIVAL PORT] operating in \_\_\_\_\_ [INSERT COUNTRY NAME] (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 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, snorkelling and skin diving.

\_\_\_\_\_ I CERTIFY that I will adhere to the vessel 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 for Non-Diver (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 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 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 on board.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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 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 OR 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.

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

_____ <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>