

# 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 am aware of the inherent hazards of snorkeling, skin and scuba diving.

In consideration of permitting me, \_\_\_\_\_ to participate in a cruise onboard \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_, I:

Hereby acknowledge that snorkeling 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 and / or rebreather involves certain inherent risks: decompression sickness, embolism or other hyperbaric injuries can occur that requirement treatment in a recompression chamber. I further understand that the open water dive (s) may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. 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.

I declare that I am in good mental and physical health for diving, that I have not had any medical condition contradictory to diving practices, 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 / drug.

Hereby release, waive, discharge and agree not to sue Quasar Nautica, its facility, the dive leader or any of its officers, instructors, agents or employees (the Releasees) 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 or related to my participation in this orientation or any other related diving operations that may occur, whether caused by the negligence of the Releasees or otherwise.

Hereby, assume full responsibility for any risk of bodily injury, death or property damage, now and forever.

Hereby separately agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that they may incur now and forever, arising out of or related to participation in this orientation or any other related diving operations, whether caused by the negligence of the Releasees or otherwise.

Hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, including negligent rescue operations.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, 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 intend my 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 snorkeling / skin or scuba diving and related diving operations.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Passport #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

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Passport #

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Date

\_\_\_\_\_  
Signature of Participant

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Passport #

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Date