

**VESSEL LIABILITY RELEASE AND WAIVER
THIS IS A WAIVER OF YOUR RIGHTS TO SUE**

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE _____ (NAME OF DIVE STORE, HEREAFTER CALLED DIVE STORE) AND _____ (NAME OF VESSEL, HEREAFTER CALLED VESSEL) ITS EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. I am by my signature affirming that I am a certified scuba diver or a student diver. I have been taught and understand that scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to risks associated with equipment failures, perils of the sea and acts of fellow divers which could result in my serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME THESE RISKS. I assert that I am physically fit to participate in the sport of scuba diving and snorkeling and I agree by way of my signature that I will not hold any of the above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while scuba diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. Prior to leaving the dock I will inspect all of my equipment to be used and I will notify the dive store of any equipment which I find to not be functioning properly. I will not hold the dive store or any of its employees, agents or dive boats, nor the vessel responsible for my failure to inspect my equipment prior to diving.

4. I will be present and attentive to the safety briefings given by the divemasters and the boat captain. I understand that I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. By way of my signature I expressly agree that I will plan all my dives as no decompression dives with at least a three minute safety stop at 15 feet prior to ascending to the surface. I fully agree that I will start my ascent at the end of each dive with enough air to guarantee being on the vessel with a minimum amount of air in my tank as required by the dive leader.

5. I will immediately cease and abort my dive if:

- (1) I feel uncomfortable with my diving abilities and/or;
- (2) Diving conditions are worse than those for which I have been trained or for which I am comfortable.

6. I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while diving on compressed air. I fully agree not to hold the above named individuals, entities or vessels responsible for any such act by me. In the eventuality that I become distressed at the surface, I will IMMEDIATELY drop my weight belt and INFLATE MY BUOYANCY COMPENSATOR. I understand that if I want or need any assistance from the vessel, the Dive Master, or the Captain I will give the proper "Diver in trouble" signal. I understand that this activity may be conducted in a remote site by time and distance from a medical facility and a recompression chamber. Nevertheless I expressly wish to proceed with this trip.

7. BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE VESSEL, ITS EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE ON THIS DOCUMENT I FULLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OR WRONGFUL DEATH BY MYSELF, HEIRS AND ASSIGNEDS, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SNORKELING AND SCUBA DIVING.

8. BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR THE DIVE STORE AND THE VESSEL ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

(Signature)

(Date)

(Print Name)

(Telephone)

(Permanent Address)

(City, St, Zip)

Participants under the age of 18 must also have parent or guardian's signature.

Local address

(Parent/Guardian's Signature)

Local telephone

Safety and Responsibility Agreement

Please read carefully before signing. This is a binding contract and a waiver of your right to sue.

Definitions

(init)_____ Within this contract, the term "**Kogon Marine, LLC**" is to be defined as, and to include; the entity Kogon Marine, LLC, all owners, members, directors, officers and agents of Kogon Marine, LLC, any employee(s) of Kogon Marine, LLC, Jeremiah Kogon acting in any capacity, the vessel OC Dive Boat and the vessel OC Dive Boat's Captains, Divemasters, Instructors, Volunteers and Crew.

Within this contract, the term "**I**", "**me**", "**myself**" or "**my**" is to be defined as the vessel passenger and diver signing this contract.

(init)_____ **Fit To Dive:** I do not have any current or pre-existing health conditions that may affect my safety while boating or scuba diving. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health condition. I have consulted with a doctor regarding my health as it relates to both offshore boating and diving activities. I understand that I will be diving in a remote area, far from medical assistance and without life supporting personnel and medical equipment. I understand and agree that *Kogon Marine, LLC* is not a trained and/or licensed medical care provider and cannot provide me medical opinions, lifesaving medical treatment and/or medical services. I am not currently taking any medications that will affect my safety while boating or diving nor am I under the influence of any drugs or alcohol.

(init)_____ **Diving Equipment:** I have inspected the diving equipment I will be using; all the equipment has been serviced regularly and is in good working order meeting all dive industry standards. I will make sure my air tank is turned on before diving and all my equipment is connected properly. I have and will use the appropriate equipment and tools required to dive safely in local conditions (including but not limited to; a wreck reel, safety sausage / surface signaling device (visual and audible), pony / bailout bottle, up-line and dive knife). I understand how to safely operate or use this equipment. I have been properly trained how to safely overcome equipment malfunction during my dive. I agree to safely abort my dive if I find any equipment not functioning properly. I agree that my equipment is my responsibility and I am personally responsible to make sure my air is on and my equipment is working properly before I get into the water. I will also keep my gear protected and secured so it will not be damaged by other divers and/or passengers, including damage caused by the vessel or sea / weather conditions - and will not cause damage to any other diver and/or passenger, their equipment or the vessel itself. I agree I am responsible for damage caused to my gear or by my gear, other divers and/or passenger's gear as well as damage to the vessel from improper equipment storage and handling of my equipment.

(init)_____ **Safe Diving Standards:** I will manage my air and dive time following all recreational dive standards and limits while also completing a full safety stop and return to the boat with at least 500 psi left in my tank. I will adhere to the buddy system throughout my dive. I will plan my dive – including communications, procedures for reuniting in case of separation and emergency procedures with my dive buddy / partner. I understand and agree that diving with a buddy / partner and adhering to safe diving standards and practices is my sole responsibility as a certified diver and that it is not the responsibility of *Kogon Marine, LLC* to supervise me or enforce safe diving standards and practices on me or on behalf of anyone else.

(init)_____ **Diving Conditions:** I understand that the visibility can be low, the water can be cold, the sea state can be rough and the currents can be strong. If I feel uncomfortable with my diving abilities and/or diving conditions are worse than those for which I have been trained, or for which I am comfortable, I will immediately and safely abort my dive. I understand and agree that the ocean is dangerous and unpredictable – that the weather can change quickly without notice and weather forecast predictions can be wrong. I understand and agree that *Kogon Marine, LLC* is not a trained meteorologist and cannot predict weather or sea conditions or changes in these conditions. I accept all risks and acknowledge responsibility for my own safety while boating and diving at all times. I understand the dive sites (wrecks and reefs) are not maintained nor cleared of hazardous material (including but not limited to; abandoned fishing line and tackle, rope, chain, rebar, sharp steel and/or other protruding objects of various material). I understand and agree that penetration diving is not only dangerous but is also forbidden and that I will conduct my dive in such a way to protect myself from hazards (including but not limited to; entrapments, entanglements, collapses) and other potential consequences from wrecks and reefs that are not maintained. I acknowledge that I have the training, equipment and experience to dive safely in this type of hazardous environment.

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(init)_____ **Water Entry and Exit:** I understand the line system used by the vessel and will control my buoyancy while using the line system. I will use the line system to make my descent and ascent as well as be positively buoyant and holding the tag (trail) line while on the surface. I will safely handle these line(s) so neither myself, other divers, nor my equipment will get tangled up in the line(s). I will stay clear of the vessel and the vessel's underwater gear (including but not limited to; prop, shaft, rudder, hull, keel, platform, ladder, anchor(s), chains, shackles) while in the water because I understand that the vessel rolls, bounces and moves in the water and can cause serious bodily injury or death if struck by the vessel or its underwater gear. I will keep my mask on and my regulator in my mouth until I completely board the vessel. I will approach the vessel and its boarding ladder carefully and cautiously so I am not injured and use all appropriate handrails while boarding the vessel or on the vessel. I will stay clear of other divers when entering and exiting the water so I do not fall on or injure anyone else or get injured by other divers and/or passengers jumping or falling on me. I will watch my step and wear appropriate footwear and clothing while on the vessel – I will use handrails to keep my balance at all times to ensure I will not trip, slip or fall while aboard the vessel.

(init)_____ **Qualification:** I understand and agree that I am personally responsible for my own safety. I have successfully completed the necessary training and I possess the required prerequisites, certifications, knowledge, equipment and experience to safely participate in the dive I will partake in as well as safely overcome any circumstantial changes that may arise during my dive. I agree and understand that *Kogon Marine, LLC* will not screen or test my ability to dive safely and I must judge my own abilities as well as my dive buddy(s) / partner(s) abilities for myself.

(init)_____ **Services:** I understand and agree that I have chartered *Kogon Marine, LLC* to provide transportation to and from the dive site only; that *Kogon Marine, LLC* will not be providing in-water supervision, out-of-water supervision, guide services, medical services, lifeguard or rescue services as part of the charter. *Kogon Marine, LLC* have made no representation to me implied or otherwise that *Kogon Marine, LLC* can or will perform safe rescues or render first aid. In the event that I show signs of distress, call for aid or require assistance, I will not hold *Kogon Marine, LLC* responsible and / or liable for their actions or inactions during any assistance, rescue, treatment or aid including acts of negligence.

(init)_____ **Spearfishing:** I understand and agree that other divers may be spearfishing around me during my dive and there will be spearfishing equipment around me on the vessel. I understand that spearfishing and spearfishing equipment is inherently dangerous. I accept the added risk of people spearfishing around me and I will not hold *Kogon Marine, LLC* responsible or liable for any accident as a result of people spearfishing or having spearfishing equipment around me. If I am myself spearfishing, I will follow all safe spearfishing practices to ensure I do not injure anyone in the water or on the vessel – I am personally responsible for my actions and safety while spearfishing or around people spearfishing. I understand and will follow all local and federal laws regarding spearfishing and catch limits and will be personally responsible for paying any fines that are incurred as a result of me not abiding by these laws.

(init)_____ **Briefings:** I understand and agree that I have received a proper briefing by *Kogon Marine, LLC* regarding the topics outlined in this agreement as well as the vessel's safety equipment and how to use the safety equipment (including but not limited to; lifejackets, EPIRB, life float, throw ring, first aid kit). I have had the opportunity to ask questions and address any concerns and any questions or concerns have been answered to my satisfaction.

(init)_____ **Documentation:** I have received in advanced (via; email and/or website), read and fully understand all of the pertinent information including policies, protocols, conditions, expectations, dangers, liability waivers, agreements, prerequisites, documents and forms. I have informed my heirs, assigns and beneficiaries that I will be boating and diving, and explained to them the inherent dangers and risks associated with these activities. I have informed them that I am not only giving up my right to sue *Kogon Marine, LLC* but also any rights my heirs, assigns or beneficiaries may have to sue *Kogon Marine, LLC* resulting from my injury or 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 *Kogon Marine, LLC*. I accept full and unconditional responsibility for my own safety and I am participating in these related activities voluntarily and at my own risk. I understand this is a binding contract.

(init)_____ **Enforceability:** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland. I also agree that in the event that any clause or provision of this Agreement shall be held to

Safety and Responsibility Agreement

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be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable. In the event of any litigation arising from or related to this Agreement, Kogon Marine, LLC shall be entitled to recover from me, my heirs, assigns or beneficiaries all reasonable costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation. I acknowledge that I have carefully read and reviewed this Agreement in advanced prior to execution and I have had an opportunity to consult with and receive counsel from an attorney concerning the terms of this Agreement. I acknowledge that I have signed this Agreement as my own free act and deed.

Liability Release and Waiver

(init)_____ By way of my signature on this document it is my express intention by way of this instrument to give up my right to sue *Kogon Marine, LLC* and all individuals, or entities or vessels referred to herein, whether specifically named or not and it is also my intention to exempt and relieve the vessel, its owners, employees and agents from all liability arising as a consequence of any act or omission including, but not limited to, active or passive negligence. By way of my signature on this document I fully agree to indemnify and hold these entities named within this document harmless from any and all liability for personal injury of any sort, property damage or wrongful death by myself, heirs and assigneds, and I assume expressly all risks in connection with the activities of boating and scuba diving.

Vessel Passenger and Diver Name: _____

Signature: _____ Date: _____

Address: _____

Phone: _____

Witness: _____

Witness Name: _____ Phone: _____

BOAT TRAVEL AND SCUBA DIVING

Please read carefully and fill in all blanks before signing.

Non-Agency Disclosure and Acknowledgment Agreement

I understand and agree that PADI Members ("Members"), including Jeremiah Kogon, Edvinas Gecys
store/resort
and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc, or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Jeremiah Kogon, Edvinas Gecys and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I, passenger/diver, hereby affirm that I am a certified scuba 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 (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; 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; all of which can result in serious injury or death. I understand the Excursion will 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 the Excursion. 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 and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class.

I understand and agree that neither the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, 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 liable or 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 affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself

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BOAT TRAVEL AND SCUBA DIVING

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during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

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 a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree 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.

I, _____, passenger/diver, 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE I SIGNED BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? NO YES Policy Number _____



Standard Safe Diving Practices Statement of Understanding

Please read carefully before signing.

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, _____ (Print Name), understand that as a diver I should:

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/monitoring device (dive computer, RDP/dive tables—whichever you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.
5. Adhere to the buddy system throughout every dive. Plan dives – including communications, procedures for reuniting in case of separation and emergency procedures – with my buddy.
6. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver – **Slowly Ascend From Every** dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as signal tube, whistle, mirror).
8. Breathe properly for diving. Never breath-hold or skip-breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
9. Use a boat, float or other surface support station, whenever feasible.
10. Know and obey local dive laws and regulations, including fish and game and dive flag laws.

I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)