

Snorkeling and Boat Passenger Waiver

Assumption of Risk and Complete Release of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE _____, 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** (_____) _____
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**

ACKNOWLEDGEMENT OF RISKS
Vessel Passenger Liability Waiver

By signing your name below, you as a passenger aboard vessel "OC Dive Boat" acknowledge: I am about to board a passenger vessel for a voyage and will encounter known and unknown risks, hazards, perils and dangers. I understand and acknowledge that as a passenger, there are known, unknown as well as unanticipated risks which could cause or result in injury, illness, disease, death, emotional distress and /or damages to myself, others and my property. The vessel owner does not want to frighten me or reduce my enthusiasm, but believes it is important for me to know in advance of the potential dangers and risk, including the inherent risks of any voyage, both known and unknown. I understand by being careful, paying attention and following instructions, I can minimize my chances of being injured or injuring others. For that reason, I hereby acknowledge and agree to the following:

1. I am aware the ocean is a moving surface and the vessel moves on that surface, sometimes in ways that are not predictable. I recognize that conditions aboard a vessel are different and possibly more dangerous than ashore. While boarding, disembarking, standing, sitting and/or walking about the vessel I will always keep one hand free and use all available handholds, grab holds, grab rails, tables, bulkheads, railings and benches, so that I will not lose my balance, fall down and possibly be injured.

2. I understand the vessel's deck has changes in elevation, some of which may not be marked. As I walk about the vessel. I will make sure to look where I step and pay attention so that I do not trip or fall. While climbing up or down ladders or stairs I will keep in mind I am on a moving vessel, that rocks, pitches and rolls vessel with the ocean. For that reason, I will be very careful and proceed slowly so I do not lose my balance, fall, or trip. I will look where I place my feet on the stair or ladder treads. On steep ladders I will face the ladder as I go up or down. I will use all available handrails or handholds and pay attention.

3. That I am aware the decks of the vessel can become slippery due to wave action, fish, fish scales, fish slime, blood, etc., and I will be careful at all times while standing or walking so as not to slip and fall. Flip flops, slip-on shoes, high heels and leather soles are not safe. I represent that I am wearing suitable shoes to safely walk about this vessel.

4. I will always make an effort to be aware of where all other passengers are so that I do not accidentally injure them and so they do not accidentally hurt me. I acknowledge the vessel owner is not responsible for other passengers' actions.

5. I acknowledge that while fishing I could be injured by other passengers' poles, hooks, sinkers, tackle and gear and I will be careful so that I do not injure other passengers while I am fishing.

6. I certify that I am physically capable of participation as a passenger aboard the vessel for fishing. If I have a physical limitation or have the need for assistance of any kind, I will ask for assistance from a crewmember.

7. By signing below, I hereby acknowledge I have read and understand this ACKNOWLEDGEMENT OF RISK and I expressly agree and promise to accept and assume on my behalf (or on behalf of all minor children who accompany me) all the risks inherent with being a passenger aboard vessel OC Dive Boat. My participation as a passenger aboard OC Dive Boat is purely voluntary and I elect to participate in spite of the known and unknown risks.

Print Name: _____ Signature: _____ Date: _____