



General Liability Release And Express Assumption Of Risk

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For Guided Snorkeling Tours

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

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of snorkeling activities and participation in a guided tour as a snorkeler.

_____ Further, I understand that snorkeling involves certain inherent risks including marine life injuries, drowning, slipping & falling on either a vessel or a beach entry point, possible hazards from other watercraft or vessels in the area or other barotrauma injuries such as ear or mask squeezes, etc. Such injuries can occur that may require treatment in a medical facility. I further understand that snorkeling activities can be at remote sites, and isolated by time and distance, from such a medical facility. I still choose to proceed with such snorkeling activities in spite of the absence of a medical facility in proximity to the snorkeling site.

_____ I understand and agree that neither the instructor/guide Tim Middleton, Cheryl Roggenbuck & Staff, nor any of the respective employees, officers, agents or assigns of Underwater Antics Inc., (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this snorkeling activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in this activity I hereby personally assume all risks in connection with said trip, for any harm, injury, or damage that may befall me while I am a snorkeling participant including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and snorkeling activities including claims arising during this activity even if such claims may be groundless, false or fraudulent.

_____ I also understand that snorkeling activities are physically strenuous and that I will be exerting myself during this snorkeling trip and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me.

_____ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance..

_____ I understand that I may be supplied with certain items of snorkeling equipment and that I am responsible for reviewing its proper function, fit, and operating condition prior to using it.

_____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

_____ I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUCTORS DIVEMASTER/GUIDE, Tim Middleton, Cheryl Roggenbuck & Staff THE BUSINESS, Underwater Antics Inc), AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

No alterations, changes, omissions or revisions may be made.

Signature of Student/Participant / Date
(where applicable)

Signatures of Parents or Guardians / Date

Witness / Date