

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

***** Please Read carefully and sign at the bottom *****

I _____ (PLEASE PRINT NAME) UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE ISLAND OASIS SCUBA LLC, MICHAEL C BALUNEK, CHARLIE A BALUNEK, KAYLIN LAWHORN, THE VESSEL ISLAND OASIS THEIR OWNERS, EMPLOYEES, CREW, DESIGNEES, AGENTS, SPONSORS, VOLUNTEERS AND ADVERTISERS, AS WELL AS ALL INVOLVED BOATS, WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES AND INDIVIDUALS (THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A RESULT OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE.

I understand that scuba diving, snorkeling, swimming, fishing and or boating from the vessel in the open ocean are hazardous activities with inherent risks and other dangers associated there with including, but not limited to, risks associated with equipment failure, as well as acts of fellow divers, snorkelers, swimmers, perils of the sea, sea life, slipping, falling, or any other accident occurring on or off the boat, while entering or exiting the boat, being struck by the boat while in the water which all could result in my serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME ALL RISKS OF ALL ACTIVITIES WHILE BOATING, SCUBA DIVING, FISHING, SNORKELING OR SWIMMING OR BEING ON BOARD THE BOAT and ALL ASSOCIATED RISKS, WHETHER THESE RISKS ARE SPECIFICALLY SET FORTH OR NOT. IT IS MY INTENTION TO RELEASE THE RELEASED PARTIES FOR ANYTHING THAT MIGHT HAPPEN TO ME WHICH RESULTS IN PERSONAL INJURY OR DEATH.

By my signature on this release, I assert that I am physically fit to participate in the activities of swimming, scuba diving, boating, fishing and snorkeling and I agree by way of my signature that I will not hold any of the released parties or above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while swimming, scuba diving, fishing, boating and/or snorkeling as well as while on board the boat. 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.

NOTICE TO MINOR CHILD'S GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD OR DEPENDENT, ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY WITH A COMMERCIAL ESTABLISHMENT. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ISLAND OASIS SCUBA LLC AND ALL NAMED PARTIES ABOVE. IN A LAWSUIT FOR ANY PERSONAL INJURY INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THESE ACTIVITIES. Prior to diving or snorkeling, I will inspect all equipment to be used to make sure that it is in good operating condition. I will not hold the released parties or anyone else responsible for my failure to inspect my equipment prior to diving or snorkeling or for any equipment failure which may occur. I agree that it is not the responsibility of the released parties to make sure that my equipment is in good operating condition.

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 and within safe limits of recreational scuba diving.

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 released parties responsible for any such injuries sustained by me.

I understand that this diving fishing, boating, or snorkeling or swimming 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 diving, fishing, boating, or snorkeling or swimming activity and assume all related risks and those that may or could occur because of these activities. I understand there is no obligation on the part of the released parties to provide medical assistance or first aid.

BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, (THE "RELEASED PARTIES") WHETHER SPECIFICALLY NAMED OR NOT, FROM ANY AND ALL LIABILITY ARISING OUT OF AND AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE ON THE PART OF THE RELEASED PARTIES. I FULLY AGREE TO RELEASE, INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, INCLUDING WRONGFUL DEATH ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, AND I EXPRESSLY ASSUME ALL RISKS IN CONNECTION WITH RIDING ON THE BOAT, SWIMMING, SNORKELING, FISHING AND SCUBA DIVING ACTIVITIES.

If any provision is determined to be invalid, it shall be considered severed from and have no effect on the remainder of the provisions which shall remain and be considered fully enforceable.

NAME (PRINTED): _____

NAME (SIGNATURE): _____

DRIVER'S LICENSE NUMBER or PASSPORT NUMBER: _____ (STATE or COUNTRY) _____

EMERGENCY CONTACT (NAME AND TELEPHONE NUMBER) _____

DATE: _____

WITNESS NAME (PRINTED): _____

WITNESS NAME (SIGNATURE): _____