

ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

Emerald Ocean Dive Charters, LLC and Captain David Forrester host various adventure and aquatic activities including: scuba diving, snorkeling, breath-holding free diving, technical diving, dive instruction, boating, spear fishing, and other aquatic adventures (referred to as "ACTIVITIES"). These **ACTIVITIES** are inherently dangerous and may result in property loss, physical and/or mental illness, injury and/or death. In consideration of being allowed to participate in the ACTIVITIES, **I HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS CONTRACT** (herein referred to as "AGREEMENT").

AGREEMENT PARTIES: On behalf of MYSELF, MY FAMILY, HEIRS, ASSIGNS, REPRESENTATIVES and all who may have claim on MY behalf, (referred to as "ME", "MY", "MYSELF", "I", and/or "PARTICIPANT") I voluntarily enter into this AGREEMENT with Emerald Ocean Dive Charters, LLC, Captain David Forrester, and _____, including, whether named specifically or generically, but not limited to their dive masters, owners, officers, directors, staff, employees, agents, boats (whether owned, operated, leased or chartered), captains, crewmembers, volunteers, interns, sponsors, dive professionals, dive professionals in training, insurers, affiliate businesses, and all other persons and entities associated with the ACTIVITIES, whether specifically named or not (referred to as "RELEASED PARTIES").

PARTICIPANTS RESPONSIBILITIES AND ASSUMPTION OF RISKS: I understand there are inherent risks of property loss, physical and/or mental illness, injury and/or death associated with scuba diving, swimming, snorkeling, breath-hold free diving, technical diving, boating, spearfishing, entering/exiting the water, boarding/disembarking and moving about on boats and all related ACTIVITIES. I agree to be solely responsible for my health, safety and actions at all times while participating in the ACTIVITIES. I will follow safe practices, maintain awareness and use good judgement, but I understand the risks of property loss, physical and/or mental illness, injury and/or death cannot be completely eliminated. Nevertheless, I choose to participate in the ACTIVITIES. I understand that marine life I may encounter are wild and unpredictable. I agree to be solely responsible to verify the adequacy and function of the equipment I use prior to and/or while participating in the ACTIVITIES. If I choose to scuba dive, utilize a Rebreather or otherwise dive in any manner, I hereby represent that I am a certified and competent diver, or student under the direct and sole supervision of a certified scuba instructor. I will plan and conduct all dives within MY training and ability. I agree to be solely responsible for monitoring MY breathing gas throughout MY dives and return to the vessel with a minimum of 500psi cylinder pressure. I will plan and conduct all dives within no-decompression limits, unless I have received prior authorization from the Captain and have provided my written dive plan. In the event I choose to dive without a dive partner or continue MY dive in the absence of a dive partner, I understand and accept the increased risk of solo diving. Failure to abide by safe practices, the terms of this AGREEMENT, or any instructions from the staff or crew will result in forfeiture of MY next dive(s). I understand the ACTIVITIES will expose ME to inherent dangers including but not limited to: currents, sunburn, marine life bites and stings, panic, drowning, decompression illness, overexpansion injuries, pressure related injuries, broken bones, shallow water blackout, overexertion, diver separation, breathing gas toxicities, equipment failure, dangerous acts of others, dangerous environmental conditions, etcetera. I also understand and accept the risk associated with boating ACTIVITIES, including but not limited to boarding, departing, transits, transfers, going up and down steps and ramps, entering and exiting the water, slippery and uneven surfaces, vessel malfunction, etcetera, that expose me to inherent dangers including but not limited to unexpected movements, slipping, tripping, falling, motion sickness, dangerous environmental conditions, fire, equipment failure, capsizing, sinking, grounding, abandonment, collision, dangerous acts of others, getting hit by a boat, etcetera. If I choose to scuba dive and I become distressed at the surface, I will immediately inflate a marker buoy and MY buoyancy compensator, drop MY weights and signal the boat that I need assistance using the "diver in trouble" signal. If I am a student diver in training, I affirm that I have completed all medical screenings required by the training agency to participate in the course in which I am enrolled, reviewed and completed all relevant awareness materials for the course, and have completed all prerequisites required in preparation for in water training. Despite these risks, I voluntarily choose to participate in the ACTIVITIES, and I expressly assume all risks associated with MY participation in the ACTIVITIES, whether the risk is foreseeable or unforeseeable, and whether or not the risk is created by the RELEASED PARTIES.

PARTICIPANT'S PREPAREDNESS AND EMERGENCY AWARENESS: I will only participate in ACTIVITIES within MY ability, skill, experience and/or certification level. MY participation in the ACTIVITIES is voluntary and I agree to refrain from participation and/or I will take appropriate actions for MY safety if I become aware of an unsafe condition or I do not feel well, willing, capable or competent to participate. I affirm that I am physically, MEDICALLY and mentally fit to participate in the ACTIVITIES. I will not hold the RELEASED PARTIES responsible for any health condition that results in MY illness, injury or death. I will not be under the influence of, possess or consume any illegal drugs or alcohol prior to the ACTIVITIES and I will not use medications that are contraindicated for the ACTIVITIES. I understand the ACTIVITIES are conducted at remote locations that will delay emergency response, medical care and/or hyperbaric treatment. Despite these risks, I expressly choose to

participate in the ACTIVITIES in the absence of nearby medical facilities or hyperbaric chamber. I assume these risks and release the RELEASED PARTIES for failure to rescue, provide proper emergency response, first aid and/or medical care. I authorize the RELEASED PARTIES to provide ME first aid and medical care in the event I become ill or injured. I agree to be solely responsible to pay for all expenses associated with any emergency response and/or medical care provided to ME, including but not limited to first aid supplies, emergency oxygen, transportation, special needs, emergency response, food, lodging and/or medical care provided by the RELEASED PARTIES.

RELEASE OF LIABILITY: In consideration of being allowed to participate in the ACTIVITIES, I expressly agree to forever release the RELEASED PARTIES from all liability arising as a result of property loss or damage, mental and/or physical illness, injury and/or death due to any act or failure to act, including but not limited to negligence by anyone, including negligence of the RELEASED PARTIES. I understand that this is a complete and unconditional release of all liability of the RELEASED PARTIES to the greatest extent allowed by law.

HOLD HARMLESS AND INDEMNIFICATION: I agree to hold harmless and indemnify (pay all costs) the RELEASED PARTIES from all claims, causes of action and/or lawsuits arising from MY participation in the ACTIVITIES. I obligate MYSELF, and/or MY estate and family if i am deceased, to be fully responsible to pay all costs associated with any claims, causes of action, lawsuits or judgements against the RELEASED PARTIES as a result of MY participation in the ACTIVITIES.

LEGAL CONTRACT GOVERNING LAW AND SEVERABILITY: I understand this AGREEMENT is a legally binding contract giving up MY legal rights. I agree that any legal action arising as a result of MY participation in the ACTIVITIES shall be governed by the Laws the state in which the ACTIVITIES are conducted, and the exclusive venue and jurisdiction for any legal action associated with MY participation in the ACTIVITIES shall be the county or federal district in which the ACTIVITIES are conducted. If any any portion of the AGREEMENT is found to be unenforceable or invalid, then that portion shall be severed, and the remainder shall continue in full legal force. I agree that any photocopy, fax copier electronic completion, signature, and/or confirmation of this AGREEMENT shall have full legal force as if it was an original document signed by ME.

I acknowledge that I have read, fully understand and agree to be legally bound by this AGREEMENT. I understand that by entering MY name on the signature line, I am giving up legal rights for MYSELF and all others who may have a claim on MY or their behalf against the RELEASED PARTIES as result of MY participation in the ACTIVITIES. I voluntarily and freely enter into this contract based exclusively on the preprinted terms of this AGREEMENT without modification and without relying on any other representations or assurances.

Participants Name (Print)	Participants Name (Signature)	Date
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Address Phone Number	Date Of Birth
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Emergency Contact Email	Relationship	Phone Number	Participants
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Highest Certification Level Provider	Agency	Cert. Number	Total Dives	Dive Insurance?	Ins.
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PARENTAL/LEGAL GUARDIAN COMPLETE THIS SECTION IF PARTICIPANT UNDER 18 YEARS OF AGE

Parent/Guardian Name (Print) Relationship	Parent/Guardian Name (Signature)	Date
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DIVERS IN TRAINING COMPLETE THIS SECTION

Your Instructors Name
Coarse

Your Instructors Certifying Agency Name Of