



OFF DUTY DIVE CHARTERS

Boat Travel, Snorkeling and Boat Passenger Voluntary Release, Waiver, and Assumption of Risk

I, _____, UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE **OFF DUTY DIVE CHARTERS LLC**, 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 acknowledge and understand that a floatation device is available for my use at any time during the trip whether on the boat or while in the water.
5. If I become distressed at the surface, I will immediately alert any and all nearby personnel or vessels for assistance. I acknowledge that failure to do so will constitute a violation of safety rules and procedures for which I expressly assume the risk.
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.

Participant’s Printed Name _____

Participant’s Signature _____ Date _____
Day / Month / Year

Signature of Parent _____ Date _____
(or Guardian where applicable) Day / Month / Year

EMERGENCY CONTACT INFORMATION

Name: _____ Phone #: _____
(Include area code)

Relationship _____

Photo & Video Release

I grant to ***OFF DUTY Dive Charters LLC***, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize ***OFF DUTY Dive Charters LLC***, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that ***OFF DUTY Dive Charters LLC*** may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____

Printed name _____