

COZUMEL, MEXICO

(DIVE TRIP DESTINATION)

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement

In consideration of permitting me, _____ to enroll in any snorkeling/scuba diving instructional course and/or to participate in any snorkeling/scuba diving activity and/or related operation including travel conducted by Andrew W. Siebert and Lynn C. Siebert through the facility of Scuba World Sacramento, Inc. in the city of Sacramento in the County of _____ (Dive Trip Leaders' Names) _____ (Dive Business Name) Sacramento, and State of California, from OCTOBER 13, 2012 through OCTOBER 20, 2012 (EXPECTED DATE OF DEPARTURE) (EXPECTED DATE OF RETURN)

I, for myself, my personal representatives, heirs and next of kin:

HEREBY acknowledge that AIR, LAND, SEA TRAVEL, FOREIGN ACCOMMODATION AND SNORKELING/SCUBA DIVING ARE POTENTIALLY DANGEROUS ACTIVITIES and involve the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility, which may require a great distance of travel; that local medical resources at the destination may be minimal at best. I understand that resorts, live-aboards, day dive boats in other countries without ADA laws may provide no handicap facilities and are not required to do so by their laws. Therefore I UNDERSTAND and AFFIRM that I am in good mental and physical condition for diving. I further understand that diving, entering and exiting dive boats, climbing stairs on dive boats and in hotels and resorts and other activities are physically strenuous and that I will be exerting myself during the time I'll be on this trip, and I expressly assume the risk of such activity. I UNDERSTAND that I will be responsible for my own safety and welfare during each and every segment of travel and activity while participating in the above stated event or trip whether it be on land on a live-aboard dive boat or underwater. I UNDERSTAND that I will be required to show the dive operator a valid Open Water Certification card and a Doctor's "OK to Dive" Statement if I have any medical condition and that failure to do so can result in my not being allowed to scuba dive. I UNDERSTAND that travel to foreign countries requires that I show a PASSPORT that is VALID for at least SIX MONTHS beyond my expected date of return. I FURTHER UNDERSTAND that it is my responsibility and no one else's to obtain and present these documents when asked to do so.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE TO HOLD HARMLESS the above Andrew W. Siebert, Lynn C. Siebert, Scuba World Sacramento, its facility, or any of its officers, instructors, agents or employees (the Releasees) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN ANY DIVE COURSE, DIVE ACTIVITY OR ANY OTHER RELATED DIVE OPERATIONS OR LAND PHYSICAL ACTIVITY THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE OR FINANCIAL LOSS, now and forever, arising out of or related to participation and/or instruction in courses, activities whether it be scuba diving or otherwise, whether foreseen or unforeseen and whether caused by the negligence of the Releases, or otherwise, I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in any dive courses or activities whether caused by the negligence of the Releasees or otherwise.

HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the laws of the Province, State or County in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

HEREBY acknowledge that I am making good faith payments of up to \$ _____ to Releasees to reserve and not sell to another a time-sensitive space in a group activity or trip. Further, that said payment is NON-REFUNDABLE for any reason if I subsequently request cancellation or fail to participate in any or all portions of the said activity or trip. Further, that Releasees will NOT reimburse deposits and/or payments subsequently deemed nonrefundable by Releasees, transportation, accommodation and/or dive operation vendors.

HEREBY acknowledged and understood that Releasees have provided me with the opportunity to receive information regarding travel insurance agencies from whom I might purchase DIVER ACCIDENT and/or TRIP CANCELLATION and INTERRUPTION INSURANCE COVERAGE POLICIES that might help defray the financial loss to me as the result of unforeseen events providing the precipitating event meets the criteria under said policy. Further, that Releasees have STRONGLY recommended that I purchase said coverage from an agency of my own choosing at time initial trip deposit is received by Releasees. I further acknowledge and understand that Scuba World Sacramento, Inc. is NOT a licensed travel agency nor is it a licensed travel insurance agency and is acting only as an organizer of travel as a service to me.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in the course and/or activity of snorkeling or scuba diving and related travel and diving operations.

Participant's Signature: _____

Date Signed: _____

Signature of Parent/Guardian (Where applicable): _____

Date Signed: _____