

**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 through the facility of Scuba World Sacramento, Inc. in the city of Sacramento in the County of Sacramento, (DIVE LEADER'S NAME) (DIVE BUSINESS NAME)

and State of California, from October 2, 2009 through October 6, 2009 (EXPECTED DATE OF DEPARTURE) (EXPECTED DATE OF RETURN)

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

HEREBY acknowledge that SNORKELING/SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves 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. I UNDERSTAND that the open water diving trips which are necessary for training and certification or for other diving activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities. 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 or underwater.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE the above dive business, its facility, the dive leader, 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 SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS 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 said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees 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 said course, activities, or any other related diving operations, 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 \*795.00 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 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 expeditor 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: \_\_\_\_\_

\*Plus additional cost of options/upgrades I choose to purchase through SWS in advance of the trip.