

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

I, _____ am voluntarily requesting Scuba World Sacramento Inc. and Aqua-Trek LLC
(Client's Name) (Dive Store, Group Leader, Travel Agent)
reserve international flights, accommodations and scuba diving boat space for me on Air Pacific Airlines and at Volivoli Beach Resort (VBR)/Ra Divers through Andrew W. Siebert and Lynn C. Siebert of Scuba World Sacramento, Inc. (SWS).
My expected outbound date: _____; my expected return date: _____.
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 involves the risk of serious injury and/or death and/or property damage and/or financial loss. 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 4 hours from VBR; that local medical resources in the closest town are minimal at best. I understand that VBR is NOT ADA compliant nor is the resort and its dive operation required to comply with safety or any laws other than those imposed by the Republic of Fiji and that the resort is built on a hillside. Therefore, I UNDERSTAND and AFFIRM that I am in good mental and physical condition for diving. I further understand that diving, as well as climbing the resort's graded cement walkways is a physically strenuous activity, that I will be exerting myself during the time I'll be staying at VBR, 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 on the above stated trip whether it is on land or underwater. I UNDERSTAND that I must present to Ra Divers 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 Fiji requires I have a VALID passport that extends at least SIX MONTHS past my expected date of return and that it is my responsibility to obtain and present this document when asked to do so.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE TO HOLD HARMLESS the above Andrew W. Siebert, Lynn C. Siebert, the Scuba World Sacramento, Inc. dive business, its facility, or any of its officers, instructors, agents, employees, VBR USA SALES or VBR/RA DIVERS or Aqua-Trek LLC (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 MY TRAVEL TO VBR, MY STAY AT VBR, MY DIVING ACTIVITY OR ANY OTHER RELATED DIVING OR 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 in VBR activities whether it be scuba diving or otherwise, 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 may incur, now and forever, arising out of or related to participation in any 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 Republic of the Fiji Islands and the state of California in the United States of America 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 at VBR/Ra Divers facility. Further, that said payment(s) is NON-REFUNDABLE for any reason if I subsequently request cancellation or fail to participate in said 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 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./VBR USA SALES is NOT a licensed travel agency nor is it a licensed travel insurance agency and is acting only as a coordinator 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.

Participant's Signature: _____ Date _____

Signature of Parent/Guardian (Where applicable): _____ Date _____