

BOAT TRAVEL, SNORKELING, SCUBA DIVING, AND RELATED ACTIVITIES
VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK

Instructions: Initial boxes to indicate you have read carefully and fill in all blanks before signing.

I, (print name) _____ hereby affirm that on addition to being a passenger on the boat I may do one or more activities in the water: **snorkeling/ swimming; a certified scuba diver; or as student scuba diver under the control and supervision of a certified scuba instructor**, and that I thoroughly understand the hazards of snorkeling/swimming and/or scuba diving including those hazards occurring during boat travel (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted by boat at a site that is remote, either by time or distance or both, from a recompression chamber and/or emergency medical facilities. I still choose to proceed with the Excursion. **BY SIGNING THIS AGREEMENT, I CERTIFY THAT I AM FULLY AWARE OF AND EXPRESSLY ASSUME THESE AND ALL OTHER RISKS INVOLVED IN MAKING SUCH AN EXCURSION, WHETHER CONDUCTED AS A CERTIFIED DIVER OR A STUDENT DIVER IN A DIVING CLASS OR INDEPENDENT SNORKELER/SWIMMER OR PASSENGER.**

I acknowledge and recognize that Ocean Reef Club, Inc. ("ORC") DOES NOT directly or indirectly own Carysfort Adventures LLC d/b/a Cristal Clear Charters or any of its subsidiaries or affiliate entities or control the activities offered by Carysfort Adventures LLC d/b/a Cristal Clear Charters and that ORC DOES NOT supervise the activities or instructional conduct incidental thereto. I acknowledge and agree that the undersigned was never informed that ORC, or its officers, directors, owners, shareholders, members, volunteers, employees or agents owed any duty to the undersigned to supervise the activities or control the manner in which the activities are conducted. I understand and agree that neither the dive professional(s); nor the crew or owner of the vessel Key Largo Vessel Leasing LLC; nor the vessel itself; nor PADI Americas, Inc., nor Ocean Reef Club, nor Carysfort Adventures, LLC nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "**Released Parties**") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence and/or gross negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to participate in this excursion. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that snorkeling/swimming and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe snorkeling/swimming practices suggest that I stay within voice distance of the boat and that I swim with a buddy and take additional flotation while snorkeling/swimming. I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I UNDERSTAND THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND THAT I HAVE SIGNED THIS AGREEMENT OF MY OWN FREE ACT AND WITH THE KNOWLEDGE THAT I HEREBY AGREE TO WAIVE MY LEGAL RIGHTS. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I UNDERSTAND AND AGREE THAT I AM GIVING UP MY RIGHT TO SUE THE RELEASED PARTIES AND ALSO ANY RIGHTS MY HEIRS, ASSIGNS OR BENEFICIARIES MAY HAVE TO SUE THE RELEASED PARTIES RESULTING FROM MY DEATH. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I understand and agree that Carysfort Adventures LLC d/b/a **Cristal Clear Charters** (PADI Member Business) and/or any individual PADI Instructors and/or Divemasters (collectively PADI Professionals) associated with the program or excursion

in which I am participating, are not agents of OCEAN REEF CLUB, INC., (ORC) its subsidiaries and affiliate entities, and their respective officers, directors, owners, shareholders, members, volunteers, employees and agents. And that while PADI Member business and PADI Professionals are licensed to use various PADI Trademarks and to conduct PADI training, they are not agents, employees or franchisees of PADI Americas, Inc, or its parent, subsidiary and affiliated corporations ("PADI")

I further understand that Member business activities are independent, and are neither owned nor operated by PADI or ORC, and that while PADI establishes the standards for PADI diver training programs, PADI and ORC are not responsible for, nor have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI or ORC liable for the actions, inactions or negligence and/or gross negligence of PADI Member Business or PADI Professionals associated with the activity.

BY THIS INSTRUMENT, I AGREE TO EXEMPT AND RELEASE ALL THE ABOVE RELEASED PARTIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE I SIGNED BELOW ON BEHALF OF MYSELF AND MY HEIRS. I have read this Release, understand it and agree to be bound by it, from the date of my signature, forever into the future.

_____	_____	_____
Participant's Signature	Month/Day/Year	Phone
_____	_____	_____
Address	City/State	Zip
_____	_____	_____
Email Address	Emergency Contact Name	Emergency Phone

Certified Divers Complete this section

_____	_____	_____
Certification Agency	Cert Number (diver number)	Date of last dive
_____	_____	_____
Certification level	Number of dives in the last year	Certification year

PARENTAL CONSENT (If participant is under the age of 18).

I, (print name) _____ the minor's parent and/or legal guardian, understand the nature of the selected activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS each of the Released Parties from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by PRODUCT OR STRICT LIABILITY OR THE NEGLIGENCE AND/OR GROSS NEGLIGENCE (OF ANY SPECIES OR DEGREE), INCLUDING THE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS, and further agree that if, despite this Release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Released Parties, I WILL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS each of the Released Parties from any and all litigation expenses, attorney fees, losses, liabilities, damages, or costs that may be incurred as a result of any such claim(s).

Parent/Guardian Signature: _____ Date: _____