

VESSEL LIABILITY RELEASE AND WAIVER  
THIS IS A WAIVER OF YOUR RIGHTS TO SUE

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE "FANTASEA WATER SPORTS, INC, dba FANTASEA SCUBA" HEREAFTER CALLED DIVE STORE AND "EL GAVILAN" HEREAFTER CALLED VESSEL, ITS EMPOLYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. I am by my signature affirming that I am a certified scuba diver or a student diver. I have been taught and understand that scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to risks associated with equipment failures, perils of the sea and acts of fellow divers which could result in my serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME THESE RISKS. I assert that I am physically fit to participate in the sport of scuba diving and snorkeling and I agree by way of my signature that I will not hold any of the above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while scuba diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, not have I recently taken any drugs or medications which could cause an adverse reaction as a result of combing such drugs and/or medication with scuba diving.

3. Prior to leaving the dock I will inspect all of my equipment to be used and I will notify the dive store of any equipment which I find to not be function property. I will not hold the dive store or any of its employees, agents or dive boats, nor the vessel responsible for my failure to inspect my equipment prior to diving.

4. I will be present and attentive to the safety briefings given by the divemasters and the boat captain. I understand that I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. By way of my signature I expressly agree that I will plan all my dives as no decompression dives with at least a three minute safety stop at 15 feet prior to ascending to the surface. I fully agree that I will start my ascent at the den of each dive with enough air to guarantee being on the vessel with a minimum amount of air in my tank as required by the dive leader.

5. I will immediately cease and abort my dive if:

- (1) I feel uncomfortable with my diving abilities and/or:
- (2) Diving conditions are worse than those for which I have been trained or for which I am comfortable.

6. I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while diving on compressed air. I fully agree not to hold the above named individuals, entities, or vessels responsible for any such act by me. In the eventuality that I become distressed at the surface, I will IMMEDIATELY drop my weight belt and INFLATE MY BUOYANCY COMPENSATOR. I understand that if I want or need any assistance from the vessel, the Dive Master, or the Captain I will give the proper "Diver in trouble" signal. I understand that this activity may be conducted in a remote site by time and distance from a medical facility and a decompression chamber. Nevertheless I expressly wish to proceed with this trip.

7. BY WAY OF MY SIGANTURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE VESSEL, ITS EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE ON THIS DOCUMENT I FULLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OF WRONGFUL DEATH BY MYSELF, HEIRS AND ASSIGNEDS, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OR SNORKELING AND SCUBA DIVING.

8. BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I HAVE READ FULLY AND UNDERSTAND THIS, DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR THE DIVE STORE AND THE VESSEL ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

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(SIGNATURE)

(DATE)

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(PRINT NAME)

(TELEPHONE)

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(PERMANENT ADDRESS)

(CITY, ST, ZIP)

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(PARTICIPANTS UNDER THE AGE OF 18 MUST ALSO HAVE PARENTS OR GUARDIANS SIGNATURE) (EMERGENCY CONTACT PHONE NUMBER)

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(CERTIFICATION NUMBER AND LEVEL)

(CERTIFICATION AGENCY)