

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
AND INDEMNITY AGREEMENT**

**BY CHOOSING TO SIGN THIS DOCUMENT  
YOU WILL WAIVE CERTAIN LEGAL RIGHTS  
PLEASE READ CAREFULLY!**

Name participant \_\_\_\_\_  
Address: \_\_\_\_\_ Apt: \_\_\_\_\_ City: \_\_\_\_\_  
Prov/State: \_\_\_\_\_ Postal Code \_\_\_\_\_ Telephone: \_\_\_\_\_  
( ) \_\_\_\_\_

To: PETQ and *Marinventure* and its subcontractors, the vessel owners, charters and operators, the sponsors and their respective directors, officers, employees, agents, representatives and volunteers (collectively, the "Released Parties")

**ASSUMPTION OF RISKS**

I, THE UNDERSIGNED, \_\_\_\_\_, HEREBY DECLARE THE FOLLOWING:

I am aware that participating in the activities offered by or associated with the Released Parties, including the use of equipment and facilities, exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with the Released Parties, I freely accept and fully assume all inherent risks, dangers, and hazards, including the risk and possibility of personal injury, death, property damage or loss resulting therefrom. \_\_\_\_\_(initials).

I expressly understand and agree that the Released Parties assume no responsibility or liability for service, transportation or equipment made available by any travel company or travel agency, equipment manufacturer, distributor or rental agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of any such entity. I understand and agree that the Released Parties do not accept or assume any responsibility or liability for my safety, freedom from accident or injury that may arise or result, directly or indirectly, while participating in the activities offered by or associated with the Released Parties.

**LIABILITY RELEASE, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

I, THE UNDERSIGNED DECLARE THAT:

In consideration of the Released Parties permitting me to participate in their activities, permitting me the use of equipment and facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have now or in the future against any of the Released Parties; \_\_\_\_\_ (initials)
2. TO RELEASE suffer or that my legal representatives may suffer due to any cause whatsoever including negligence, breach of each of the Released Parties from any and all liability for any loss, damage, injury, or expense that I may contract, breach of duty of care, product liability, strict liability, unseaworthiness of vessel, or fault of any of the Released Parties, notwithstanding any statutory provisions to the contrary; \_\_\_\_\_(initials)
3. TO HOLD HARMLESS, DEFEND AND INDEMNIFY the Released Parties from any and all claim or liability for any property damage, loss, personal injury or death to any third party, resulting from my activities and my participation in the activities, and use of equipment and facilities, offered by or associated with Released Parties. \_\_\_\_\_ (initials).
4. I further understand that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, and inconvenience or modification to portions of the activities and the Released Parties reserve the right to modify and/or cancel arrangements due to unfavourable weather conditions and the right to substitute facilities and equipment. In the event of equipment failure of the vessel, unavailability of labour or equipment due to strikes, lockouts, political or labour disturbances or the like, or passenger bookings which are in the sole discretion of the Released Parties insufficient to permit a charter or the conduct of any proposed activity, the Released Parties reserve the right to cancel the charter or any proposed activity and to refund all deposits. Notwithstanding anything contained herein to the contrary, no refunds shall be made for cancelled diving arrangements due to adverse weather, or for substitution of facilities and/or equipment.

**IN ADDITION TO THE FOREGOING, I, THE UNDERSIGNED DECLARE THAT:**

1. I am a capable swimmer in good health, and have no medical condition that could affect my corporal integrity. I am aware that the activities may require vigorous physical effort and stamina. I am not impaired or influenced by alcohol or drugs and will not partake of the same during the activity. I have read and responded truthfully to the medical questionnaire attached hereto and understand and agree that the Released Parties accept no responsibility for determining my physical fitness to engage in any of the activities offered by or associated with the Released Parties.
2. I authorize the Released Parties to produce pictures of videos containing my image for sale or publicity without compensation, and I authorize the use of my name for mailing list purposes.
3. I HAVE READ AND UNDERSTOOD THIS AGREEMENT prior to signing it.
4. I am aware that by signing this agreement I am waiving certain legal rights that I or my heirs, legal representatives, executors, administrators and assigns may have against the Released Parties. It is my intention that this Agreement may be used in any claim, suit or litigation that may be brought against any of the Released Parties and that it shall constitute a complete defence.

5. This agreement shall be effecting and binding upon my heirs, legal representatives, executors, administrators and assigns. I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

Please write as follows: "I have read and understood this agreement prior to signing it".

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PARTICIPANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Witness \_\_\_\_\_ Signature \_\_\_\_\_

DATE \_\_\_\_\_