



GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

[Read before Signing]

BY SIGNING THIS DOCUMENT, YOU ASSUME ALL RISKS, AND WAIVER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

Name of Participant: _____ Date of Birth : _____ / _____ / _____
Address: _____ City, State, Zip: _____
Email: _____ Telephone: _____
Dive Certification Agency: _____ Certification Number: _____
Trimix Dive Certification Agency: _____ Certification Number: _____
Number of Dives to Date: _____

WARNING!!!

Express Assumption of Risk Associated with the Scuba Diving and Boating Activities

I, _____ (“Participant”), hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving and participation in a live aboard dive vessel. In consideration for use of the services, facilities or equipment associated with the Vessel known as “Ultimate Getaway,” or provided by S&S SUBSEA MARINE SERVICES GROUP, INC., ULTIMATE GETAWAY, GETAWAY ADVENTURES, RICK’S MARINA, SHARKY’S UNDERWATER EXPEDITIONS, its agents, employees, Captains and Crew Members, I, the Participant, on behalf of the Participant or his or her heirs, assigns and legal representatives, hereby releases S&S SUBSEA MARINE SERVICES GROUP, INC., ULTIMATE GETAWAY, GETAWAY ADVENTURES, RICK’S MARINA, SHARKY’S UNDERWATER EXPEDITIONS, its subsidiaries, affiliates, partners, officers, directors, employees, Vessel Captains and Crew Members, agents and volunteers, including Matthew Savatski, Robert and Sally Savatski, Mark Alexander and Rick Pitts (and their respective heirs, assigns and legal representatives) (hereinafter collectively referred to as the “Business”) from any and all liability for negligence, bodily injury, death, property damage or subsequent loss to Participant and hereby expressly waive and assume all risks and liabilities as further outlined below:

PARTICIPANT FULLY RELEASES THE BUSINESS FROM ALL LIABILITY ARISING OUT OF THE BUSINESS’S OWN NEGLIGENCE

The Participant, understands, acknowledges and agrees that scuba diving, as well as all other related activities conducted on any trips with the Business are considered Dangerous Activities. Those Activities can result in injury to the person or damage to property or to their parties and the Participant is fully aware of the risks inherent in engaging in or observing any activities associated therewith.

No Matter how careful the Participants, Staff and Business are, no matter what safety equipment or precautions are used, the risk cannot be eliminated.

The risk of injury includes minor injuries as well as serious injuries, including catastrophic injuries such as permanent paralysis, permanent disfigurement or death. **The Participant voluntarily assumes all risks of loss, damage or injury while engaging in these activities.** The Participant acknowledges that there are various degrees of skill and experience required for the activities and the participant will wear all the protective gear and equipment, shall follow all rules and regulations associated with the activity, their certifications and license, as well as any and all rules or procedures applicable to the use of any vessel or equipment by the Participant.

The Participant agrees to indemnify the Business against and save it harmless from any and all damages, actions, claims, judgements, cost of litigation and attorney fees which may result from the Participants use of the vessel, equipment or their participation in any activities provided by the Business.

I hereby authorize the Business to act for me according to their best judgement in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the Participant or the Participant's family. I certify to the Business that I have no physical conditions or mental impairment that would affect the safe use, operation or participation in activities, or that would increase the risk to Participant or others, including the consumption of alcohol or other impairing substances.

I agree that this agreement shall apply to the participation in any and all activities, programs or trips offered by the Business. This agreement shall also apply to all of my future visits and participation.

PLEASE READ CAREFULLY BEFORE INITIALING EACH STATEMENT TO WHICH YOU AGREE

Print the word "VOID" in the space provided for initials if you do not agree or if the statement is inaccurate, untrue, or you do not understand the intent of the statement.

_____ I agree, acknowledge and consent to all terms outlined above as specifically stated in each paragraph.

_____ It is my intention by this instrument to give up my right to sue the Business and its officers, agents, servants, and/or employees, whether specifically named or not, and it is also my intention to exempt and relieve the dive vessel so named ULTIMATE GETAWAY and its officers, agents, servants, and/or employees and to hold their entities harmless from any liability for personal injury, property damage, or wrongful death caused by negligence or gross negligence and **I assume all risk** in connection with my scuba diving or spearfishing activities.

_____ I am a certified diver and have been taught and understand that scuba diving has inherent risks and dangers associated therewith, including, but not limited to, decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of the diver's breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, onset of sudden illness at depth, or other perils of the sea which could cause injury or drowning, and **I SPECIFICALLY ASSUME SUCH RISKS.**

_____ I understand that being under the influence of prescription drugs, illegal drugs, many over the counter drugs, or alcohol is a contraindication of diving and could cause my injury or death, therefore **I agree to refrain from drug or alcohol use prior to the dive trip** or I will refrain from making my dive.

_____ I will not hold the Business or its officers, agents, servants, and/or their employees responsible for providing me with any of my diving equipment or breathing gases, **including any gases I might need in an emergency**, and I understand that I am solely responsible for inspecting all of my equipment, and analyzing my dive gases, prior to diving.

_____ I will be present at and attentive to the safety briefing given by the Business and/or the boat Captain, their officers, agents, servants, and/or employees, and if there is anything that I do not understand or am not in agreement with, I will notify the boat Captain immediately.

_____ Should I notice any unusual condition that might adversely affect my safety, or the safety of the vessel or other passengers, I am obligated to notify the boat Captain immediately.

_____ I understand that I have a duty to plan and carry out my own dive, and to be responsible for my own safety and should I elect to dive with a buddy, it is to be an arrangement solely between that buddy and myself. The Business and their officers, agents, servants, and/or employees are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.

_____ I fully understand and am fully aware that the dive boat is extremely limited in its rescue and emergency medical response capabilities and that the dive site is in a remote location. As a result, in the event of illness or injury, rescue and/or appropriate medical assistance significantly delayed and **I could sustain further serious injury, possibly resulting in death**, from this delay.

_____ I fully understand that **it is my responsibility to make my family aware**, as I am, that scuba diving, especially when conducted deeper than 130 feet, is an ultra-hazardous activity and to accurately portray to them the risk of my injury or death.

_____ It is my intention that **this document or any previously signed document on file with the Business be admissible in any and all legal proceedings, or lawsuits**, that might arise from my scuba diving, spear fishing activities or other activities offered by the Business.

_____ Further, I understand that diving with compressed air, oxygen enriched air (Nitrox) or mixed air, supplied by standard open circuit scuba involves certain inherent risks, including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotrauma/hyperbaric injuries. Such injuries can occur that require treatment in a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of the recompression chamber in proximity to the dive site.

_____ I understand that diving, scuba diving or spearfishing, or the use of any equipment associated with these activities (including the use of rebreathers), carry inherent risks and other risks, including the risk of being bitten, attacked or injured by sharks or other marine life. I expressly acknowledge and assume all such risks and waive any and all claims that I may have against the Business.

_____ I understand and agree that the Business, and their officers, agents, servants, and/or employees may not be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this diving trip or as a result of the negligence of any party, including the Business, and their officers, agents, servants, and/or employees acting in any capacity as a diving instructor, guide or provider of supervision (direct or indirect) for diving activities, whether passive or active.

_____ In consideration of being allowed to enroll in this trip, I hereby personally assume all risks in connection with said trip, for any harm, injury, or damage that may befall me while I am a diving participant or passenger including all risks connected therewith, whether foreseen or unforeseen.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during the is diving trip and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said trip and the Business, and their officers, agents, servants, and/or employees for any such injuries incurred by me.

_____ I further state that I am of lawful age and legally competent to sign this liability release. I also confirm that I am in good physical condition and fully cleared by my physician to participate in diving activities. It is my own responsibility to independently discuss any health issues I may have with my doctor and abide by his decision with regard to diving and other strenuous activities that I may choose to participate in on this trip. I am unaware of any limitation that would preclude me from diving and have fully disclosed any medical or health issue that might disqualify me in any way from participation.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. Further, 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, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions has never been contained herein.

_____ I understand that this document lays out the most foreseeable hazards that may be encountered, but there may be others that are not included. I am an experienced diver and aware that a myriad of other potentials hazards may manifest, including, but not limited to, earthquakes, volcanic eruptions, malaria, dengue fever, assault and battery, robbery, plane crash, food poisoning, impure water, high thermal temperatures and humidity, government overthrow or coups, tsunami or tidal wave events, unknown local disease epidemics, etc. I still intend to make a conscious decision to participate in this trip.

_____ **I have read and understand the foregoing in its entirety.** I agree to the terms and conditions of each of the initialed statements above on behalf of my heirs, my personal representative, and myself.

_____ I further agree that this Agreement/Waiver shall be governed by and interpreted in accordance with the laws of the State of Florida and the County of Lee, Florida.

_____ I HAVE BEEN FULLY INFORMED OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY SELF AND MY HEIRS.

_____ I HAVE BEEN ADVISED TO SEEK THE COUNSEL OF MY PERSONAL ATTORNEY PRIOR TO EXECUTING THIS DOCUMENT. I HAVE ALSO BEEN ADVISED TO DISCUSS THIS WITH ANY HEIRS OR POTENTIAL FAMILY DEPENDENTS AS THEIR RIGHTS TO SUE ARE WAIVED AS WELL.

TECHNICAL DIVERS ONLY

_____ I understand that breathing gases other than air, diving deeper than 130 feet, and conducting dives requiring mandatory decompression, only increases these inherent risks, and I have received training and the proper certification from a recognized agency, specifically to aid me in managing these increased risks.

_____ I fully understand and am fully aware that there are no US Navy repetitive dive tables for divers deeper than 190 feet, although computer driven software exists to create any dive schedule desired. I understand it is not recommended to conduct repetitive dives beyond 190 feet and in doing so **I SPECIFICALLY ASSUME ALL RISKS** involved with my activities.

_____ Within the last year, I have conducted wreck dives well in excess of 130 feet and I am familiar with the extensive preparation necessary to conduct such dives and understand that **I am solely responsible** for such preparation, **OR** I am currently enrolled in a technical diving course and I will be making my certification dives on these trips under the supervision of my instructor.

_____ **I am physically fit for deep technical scuba diving** and I will not hold any of the above named persons or entities responsible should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat.

BY SIGNING THIS RELEASE, WAIVER AND ASSUMPTION OR RISK, I ACKNOWLEDGE ITS CONTENTS, AGREE TO BE BOUND BY THE TERMS OF THE RELEASE, AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IS COVERED BY MY OWN INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CAUSE, OR ELSE AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO MYSELF OR OTHERS. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE

DATE SIGNED

PRINT NAME OF PARTICIPANT

FOR PARTICIPANT'S OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as the parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above. I release and agree to indemnify and hold the Business harmless from any and all liabilities incident to my minor child's involvement or participation in the activities, programs or trips provided able, even if ARISING FROM NEGLIGENCE OF THE BUSINESS, to the fullest extent of the law.

Parent/Guardian Signature

Date Signed

Print Name of Parent/Guardian