



Underwater *Dive Center*

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Tobermory, Canada August 2 - 5, 2018

TRAVEL AND EXCURSIONS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm I am voluntarily engaging in the recreational activities
(Participant Name)

planned for my trip to Tobermory, Canada, which activities may include, but are not limited to, scuba diving, snorkeling, boating and all other activities. **If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.** I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and all other activities.

I understand and agree that neither Underwater Dive Center, Inc., John German, Underwater Dive Center Staff, nor PADI
(Trip Leader)
Americas, Inc. nor its affiliate or subsidiary Trip Organizer corporations, nor the owners, Underwater Dive Center, Instructors or Dive Masters, officers, employees, agents, contractors or assigns of the above listed entities (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release 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 not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL
(Participant Name)

THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, 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 OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)