

TEKDEEP, ASSUMPTION OF RISK, LIABILITY RELEASE AND INDEMNITY

For and in consideration of (1) Tekdeep Limited permitting me (2) _____, with passport number _____ and nationality _____, to participate in scuba diving and other activities arising from or in conjunction with Tekdeep Limited, such activities planned to extend from _____ to _____ inclusive, I hereby voluntarily and knowingly release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, and wrongful death, including but limited to loss of services, occurring to me which may arise as a result of engaging in, receiving instructions about, or in conjunction with, any activities incidental to such activities, whenever such may occur. I further agree that under no circumstances will I make, prosecute or present any claim against those entities identified in (1) above for any act or omission or due to their negligence relating to such activities or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, inn, hotel, common carrier, or otherwise. IT IS MY INTENTION BY SIGNING THIS DOCUMENT, TO EXEMPT AND RELIEVE THOSE ENTITIES IDENTIFIED IN (1), ABOVE AND THEIR AGENTS, SERVANTS AND EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH AND LOSS OF SERVICES WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE. By signing this document, I acknowledge that I assume the risk of personal injury, property damage, wrongful death or loss of services upon myself. I further agree that in the event that I, my heirs, executors, administrators and assigns, prosecute any such claim against any of those entities identified in (1) above, I shall indemnify and hold them harmless from any and all loss or liability, including costs and attorney fees. I further agree to observe strictly and comply with such additional reasonable terms and regulations as those entities identified in (1) above may from time to time deem desirable or needful to prescribe before or during these activities. Any reference to those entities in (1) above shall include a reference to, and shall inure to the benefit of IANTD (The International Association of Nitrox and Technical Divers), PADI (The Professional Association of Diving Instructors), TDI (Technical Diving International) and any and all of their respective agents, servants, contractors and employees. This document shall be binding upon me and my heirs, executors, administrators and assigns.

I further acknowledge: (Initial each section)

1. _____ I am a certified scuba diver trained in safe diving practices.
2. _____ I am aware of the risk inherent in this sport and accept these risks.
3. _____ I affirm that I am in good mental and physical fitness for diving and that I will not hold any of those entities identified in (1) above responsible if I am injured or die as a result of heart, lung, ear or circulatory problems or other illness or conditions that may occur while diving.
4. _____ I affirm that I am not under the influence of alcohol, nor am I taking any drugs that are contraindicated for diving.
5. _____ I understand that diving with compressed air involves certain risks and injuries can occur that require treatment in recompression chamber, I further understand that an open water diving trip may be conducted at sites that are remote, by time and/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.
6. _____ I understand that even if I follow all of the appropriate dive practices, there is still some risk of sustaining decompression sickness, heart attack, embolism or other hyperbaric injuries, and I expressly assume the risk of such injuries or illnesses.
7. _____ I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to engaging in boat based residence and activities and the activity and instruction of skin and scuba diving.
8. _____ I understand that diving in open waters involves additional risks due to the environment, animal or sea life, currents and mechanical equipment failure or misuse, and that injury or death may occur from such risks. There are additional risks involved in going to the island or its vicinities, shores, beaches, waterfalls, trails, as well as in the skiff ride and the swim to and from the island.
9. _____ I also understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive excursion. If I am injured or die as a result of heart attack, panic, hyperventilation or otherwise, I expressly assume the risk of such injuries.
10. _____ I acknowledge that I have read this agreement, understand it fully and agree to be bound by it. If I am not fluent in English, I affirm that this document has been fully translated and explained to me to my full understanding. I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND THE LANGUAGE AND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.

Signature of Participant (or guardian) _____ Print Name _____ Date _____

Witness (signature) _____ Witness (Print Name) _____ Date _____