



## TRAVEL/EXCURSION VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby represent and warrant to Dive the Den LLC (d/b/a Diver's Den Dive Shop) (the "Company") that I am voluntarily engaging in the recreational activities planned for my trip to \_\_\_\_\_, which activities may include, but are not limited to, scuba diving, snorkeling, boating, and other excursions. If I engage in scuba diving, I represent and warrant to the Company that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving. I further represent and warrant that I am thoroughly familiar with the hazards of boating, whether or not said boating involves scuba diving or snorkeling activities. By signing this release, I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating, and other activities in which I may engage on the trip. I understand and agree that neither the Company, nor International PADI, Inc., nor its affiliate or (dive center/resort) subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities and their respective affiliates (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, legatees 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, or that I have obtained the written consent of my parent or guardian.

I, \_\_\_\_\_, have been informed and agree that there are no refunds for any reason once this trip/activity is confirmed. I acknowledge and agree that I have been advised to obtain travel insurance and I agree to any and all payments and I shall not dispute any charges based on trip outcome.

I, \_\_\_\_\_, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND UNCONDITIONALLY RELEASE ALL THE RELEASED PARTIES FROM ALL LIABILITY AND RESPONSIBILITY FOR ANY AND ALL 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 ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO THIS TRIP AND ACTIVITY(IES), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I, \_\_\_\_\_, FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DEBTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) INCURRED BY THE RELEASE PARTIES ARISING FROM OR RELATED TO (I) MY BREACH OF ANY REPRESENTATION, WARRANTY OR AGREEMENT SET FORTH HEREIN, (II) ANY MATTER FOR WHICH I HAVE PROVIDED A RELEASE OF THE RELEASED PARTIES AS SET FORTH HEREIN, AND/OR (III) ANY OF MY ACTS OR OMISSIONS IN CONNECTION WITH THE TRIP AND ANY ACTIVITIES IN WHICH I PARTICIPATE ON THE TRIP.

\_\_\_\_\_ (Initial)

Revision July 2022

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I AGREE TO PROMPTLY REIMBURSE THE COMPANY FOR ANY EXPENSES INCURRED BY THE COMPANY (INCLUDING, REASONABLE COST OF TIME EXPENDED) AS A RESULT OF MY BREACH OF ANY REPRESENTATION, WARRANTY OR AGREEMENT SET FORTH HEREIN.

I make these agreements, release and waivers knowingly and voluntarily and I sign it of my own free will. I agree that I make these agreements, release and waivers in consideration of being allowed to participate in the trip and as a material inducement to the Company to allow my participation in the trip. If any provision of this agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this agreement shall not be affected thereby.

PRINTED

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

If Participant is under 18 years old, his/her parent or guardian must sign below.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ (Initial)

Revision July 2022