

LUNARFINS
JSC SCUBA DIVING CLUB

**TRAVEL AND TOUR CONTRACTUAL LIABILITY RELEASE & WAIVER
THIS IS A RELEASE OF YOUR RIGHTS TO SUE**

1. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE THE LUNARFINS JSC SCUBA DIVING CLUB, THEIR OFFICERS, AGENTS AND ASSIGNS, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF MY PARTICIPATION IN THE LUNARFINS DIVE CLUB TRIP TO SAN PEDRO, BELIZE BEGINNING ON OR ABOUT MAY 24, 2017 AND ENDING ON OR ABOUT MAY 31, 2017.
2. By way of my signature on this contract, I certify that I am a certified diver, have been trained, and understand that scuba diving is a hazardous sport. I thoroughly understand that diving with compressed air, oxygen enriched air (Nitox), and trimix supplied by standard open circuit scuba, or with semi-closed circuit or closed circuit rebreathers involves certain inherent risks including air expansion injuries, drowning, decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia, hypercapnia, or other barotrauma or hyperbaric injuries. I also fully understand that scuba diving has inherent risks and dangers including, but not limited to, risks associated with equipment failure, which could lead to my serious injury or death. **BY MY SIGNATURE ON THIS DOCUMENT, I EXPRESSLY ASSUME THESE RISKS.** I acknowledge that I am physically fit to scuba dive or snorkel and engage in this trip. I further agree that I will not hold any of the above named individuals, persons, or entities responsible should I become injured as a result of a medical condition while I am participating in this trip, scuba diving or snorkeling. At no time during this trip will I consume or have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications, which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.
3. In consideration for allowing my participation in this trip, which is being organized by the Lunarfans JSC Scuba Diving Club, I fully understand that prevailing weather conditions may cause certain modifications to the dive program. I also fully understand that the transportation or equipment made available by the resort or boat operators who are providing services to me is not the responsibility of the Lunarfans. I also fully understand and agree that the Lunarfans organized this travel/trip tour for the benefit of its members. I understand that the Lunarfans are in no way responsible for any acts, errors, or omissions including active or passive negligence by any provider of transportation, equipment, dive services, hotel, tour operator, dive master, scuba instructor, dive boat, dive boat captain and crew, or any other provider who is engaged to render any service whatsoever on this trip.
4. I understand that the trip is organized by the Lunarfans Club but that all trip management and safety issues are solely the responsibility of the diver himself and the dive operator providing the dive activity, including boat and underwater safety. I further understand the remoteness of the areas involved, and understand the problems associated with the

possible lack of adequate medical facilities, personnel, and equipment in this area, and do hereby authorize the official trip leaders to act in my behalf, as they see fit, at their sole discretion, in the event of my involvement in a medical emergency and/or my incapacitation and/or death, and do hereby assume and agree to pay to, and do hereby transfer said liability to my estate and my heirs, any and all medical expenses, evacuation expenses, or related expenses incurred or committed for, in or on my behalf by the trips leaders or their agents, and do agree to hold the trip leaders or their agent(s) harmless from such actions as they may take on my behalf as outlined above.

5. My signature on this document affirms that I am fully aware of the dangers, risks and hazards of holding my breath while diving and the dangers associated with a rapid ascent. I certify that I am fully aware of the possibility that my equipment may malfunction during a dive which could include a free flowing regulator, stuck inflator button or unwanted inflation of my buoyancy compensator. I certify that I have been trained and know how to overcome these eventualities should they occur to me. I agree not to hold any of the individuals or entities named within this document responsible for any such act.

6. IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT AND MY SIGNATURE HEREON TO GIVE UP ALL OF MY AND MY FAMILY'S RIGHTS TO SUE ANY INDIVIDUALS OR ENTITIES REFERRED TO WITHIN THIS DOCUMENT, WHETHER SPECIFICALLY NAMED OR NOT. FURTHERMORE, IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE LUNARFINS JSC SCUBA DIVING CLUB, THEIR OFFICERS, AGENTS AND ASSIGNS AND TO EXPRESSLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTIVE OR PASSIVE NEGLIGENCE RELATED IN ANY FASHION TO MY PARTICIPATION IN THIS TRIP. I SPECIFICALLY AND EXPRESSLY ASSUME ALL RISKS IN CONNECTION WITH THIS TRIP.

7. I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND I AGREE TO THE TERMS AND CONDITIONS HERIN AND ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES. I REALIZE THAT THIS DOCUMENT IS A CONTRACT.

Signature of Participant _____

Printed Name _____ Date _____

Witness (Name) _____

Witness Signature _____

Signature of Parent or Guardian if Participant is under the age of 18:

_____ Relationship _____