

GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Please read carefully, fill in all the blanks and initial each paragraph before signing at the bottom.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities and participation in a liveaboard dive expedition to Indonesia.

_____ Further, I understand that diving with compressed air, oxygen enriched air (Nitrox), oxygen, or trimix supplied by standard open circuit scuba, semi-closed or fully-closed circuit rebreathers involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotraumas/hyperbaric injuries can occur that require treatment in a recompression chamber or medical facility. I further understand that in Indonesia I will be diving in remote areas, isolated by time and distance, from such a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither the trip sponsor,(_____), the vessel (The Voyager), the operator of the vessel, (Kararu Dive Voyages), nor any of their respective employees, officers, agents or assigns, nor PADI or the authors of any materials or tables expressly used for training and certification (hereinafter referred to as Released Parties) may be held reliable 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 of this diving trip or past certification training, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to enrol on this trip I hereby personally assume all risks in connection with this said trip, or 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 further agree to save, defend, indemnify, and hold harmless said trip sponsor, _____, and Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and diving activities on this trip including claims arising during the trip even if claims may be groundless, false or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during this 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 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 Released Parties for any such injuries incurred by me.

_____ I understand that these activities may place me deeper than I am able to safely execute a free ascent (without breathing gas) from.

_____ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance.

_____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have required the written consent of my parent or guardian.

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

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE TRIP SPONSOR/S, _____, KARARU DIVE VOYAGES AS OPERATORS OF THE VESSEL THE VOYAGER, THE VESSEL, PADI AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Participant Date

Signature of Parent or Guardian Date
(Where applicable)

Witness Date