



ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY SCUBA, SNORKELING, AND BOATING EXCURSION

I understand that the purpose of signing this document is to exempt and release Neal Watson's Bimini Scuba Center, Neal Watson, Inc., USA Travel Network, Guy Harvey Outpost LTD, Guy Harvey Inc., Watermark Management Group LLC, Bimini Sands Hotel & Marina, Bimini Beach Club., and each of their employees, officers, Directors, Agents Other associated personnel, and its boats (Whether owned, operated, leased or chartered, including and third party charter boat, charter boat crew, charter boat passengers), Hereinafter collectively referred to as "OPERATOR", and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part, including but not limited to negligence of any type.

1. I understand that there are inherent risks involved with using compressed air during scuba diving, snorkeling, boating excursions of any type, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
2. I agree to listen carefully to and follow all instructions given to me regarding SCUBA diving and or snorkeling and I will indicate if I do not understand anything presented to me.
3. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
4. I also understand that snorkeling and SCUBA diving are physically strenuous activities and that I will be exerting myself during this SCUBA diving or snorkeling program, and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold OPERATOR responsible for the same.
5. I assert that I am physically fit to participate in SCUBA and Snorkeling activities on and under water, and I will not hold OPERATOR responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while participating in SCUBA diving and snorkeling activities of while riding on the boat, or otherwise participating in the trip.
6. I fully understand that the involved boat or waterborne vehicle has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
7. OPERATOR has made no representations to me implied or otherwise that it can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold OPERATOR, crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

SCUBA, SNORKELING, and BOATING EXCURSION- Assumption of risk and complete release of liability

- 8. It is my intention by this instrument to give up my right to sue all persons or entities referred to herein, whether specially named or not, and it is also my intention to exempt and release operator and to hold these entities harmless from any and all liability for personal injury, property damage, or wrongful death caused by negligence or gross negligence and I assume all risk in connection with scuba diving, snorkeling, and boating activities, including but not limited to the maintenance of the equipment or organization of this activity.
- 9. I have carefully read this contract in its entirety, fully understand its content, and agree to the terms and conditions of this contract on behalf of myself, my heirs and my personal representatives; this document constitutes the final and entire agreement between OPERATOR and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activities listed on this form.

THIS IS A COMPLETE RELEASE OF LIABILITY AND LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and OPERATOR. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant

Print Name

Date (Day, Month, Year)

In consideration of the Minor Children listed below being permitted by OPERATOR to participate in activities and use equipment and facilities, I further agree to indemnify and hold harmless the OPERATOR from any and all claims which are brought by, or on behalf of the minor (s), myself, all heirs, assigns, and next of kin, and which are in any way connected with the participation of the child or children listed below in the operator's activity, Even if arising from the negligence of the releases, to the fullest extent permitted by law.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the COMPANY'S activity. I sign with complete understanding of its provisions.

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

1. _____ 2. _____ 3. _____ 4. _____
 First and Last name First and Last name First and Last name First and Last name

_____ _____ _____ _____
 Date of Birth Date of Birth Date of Birth Date of Birth

(Day, Month, Year) (Day, Month, Year) (Day, Month, Year) (Day, Month, Year)

Parent/Guardian Signature _____ Date _____