

Westerly Dive Boat

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND AGREEMENT

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling and Scuba Diving, including boat travel to and from the dive site and staying or living aboard a dive boat. I fully understand that these risks can lead to severe injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a recompression chamber and competent medical assistance. Mindful the above, I freely accept and expressly assume all risk, dangers and hazards that may arise from such activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in Snorkeling, Skin and/or Scuba Diving activities as well as, being transported to and from a dive site and staying or living aboard a dive boat; I hereby agree as follows:

TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanted or willful misconduct that I may have in the future against any of the crew of the Westerly.

To release the releases, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from Snorkeling, Skin and/or Scuba Diving activities, travel to and from a dive site, staying or living aboard a dive boat, whether caused by active or passive negligence of the releases or otherwise with the exception of gross negligence. By executing this document I agree to hold the releases harmless for any injury or loss of life which may occur to me during Snorkeling, Skin and/or Scuba Diving activities, travel to and from a dive site, staying or living aboard a dive boat.

By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set for in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America.

If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant and Date

Email Address

Witness: Westerly Crew Member Signature and Date

Signature /Date of Parent/Guardian if Participant is a Minor, any by their signature they, on my behalf release all claims that both they and I have.