

VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT FOR DIVE TRAVEL

I, hereby affirm 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 that both scuba diving and the transportation to and from scuba diving sites are inherently dangerous activities. I understand, acknowledge, and assume all hazards of scuba diving including those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board or while entering or exiting the boat, being cut or struck by a boat while in or out of the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and that I expressly, knowingly, and willingly assume these and all other risks of injury or other damage associated with or involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class, and from my use of all equipment, machinery, air, and food provided in connection with such activities.

Accordingly, in consideration of the agreement of Dive Pirates Foundation to permit me to participate in the scuba diving activities offered and as an express precondition to such participation, I on behalf of myself, my heirs, and/ or personal representatives and their successors and assigns **DO HEREBY WAIVE, EXEMPT, RELEASE AND HOLD HARMLESS ALL THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY AND RESPONSIBILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OF THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO. I HEREBY ASSUME ALL RISK IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO.**

I REPRESENT AND CONFIRM THAT I HAVE READ THE FOREGOING PARAGRAPHS, THAT I FULLY UNDERSTAND AND KNOWINGLY ASSUME THE DANGERS OF ENGAGING IN THIS SCUBA DIVE(S), AND THAT I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT. I UNDERSTAND AND AGREE, AND I SPECIFICALLY INTEND, THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME OR ANYONE ACTING ON MY BEHALF FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I FURTHER AGREE for myself and my heirs and/or personal representatives that should I or any party acting on my behalf assert any claim in contravention to this agreement, I or such party shall be liable for all expenses, including legal fees and the fees of expert witnesses, incurred by the party or parties in defending, unless such party or parties are adjudged finally liable on such claim for willful and wanton negligence. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

Further, 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 or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

Due to the potential outbreak of highly infectious or contagious diseases (such as COVID-19, Influenza, RSV, etc.), I agree that the Released Parties have the right to cancel or reschedule dives, trips, training, or other activities (each an "Activity") without prior notice, limitation or justification. This policy seeks to adhere the current World Health Organization ("WHO"), Centers for Disease Control ("CDC") and other federal, state or local government recommendations for dealing with and preventing a pandemic, and such policy may change at any time, without notice to you.

I agree to comply with current hygiene and safety advice, including social distancing, recommended by the WHO, CDC, state, and local health services, and further agree to abide by any additional hygiene terms the Released Parties may send to me prior to my participation in any Activity. Prior to my participation in any Activity, if I or anyone I live with or have been exposed to have tested positive or appears to have an infectious illness (including but not limited to: cough, fever or respiratory symptoms, mild or otherwise, rashes, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea) I agree that I have a duty to immediately inform the Released Parties of any potential for an infectious disease and will appropriately quarantine until cleared by a physician in writing to safely participate and will provide written confirmation to the Released Parties. Furthermore, the Released Parties are not responsible for any personal expenses I may incur or provide any lost opportunities (such as diving, travel) due to illness, accident, or cancellation due to government activity or natural disaster.

I understand that individuals with infectious illnesses may be asymptomatic and I may be exposed to such illness even when myself and the Released Parties have taken every precaution to prevent such exposure. I EXPRESSLY ASSUME ALL SUCH RISKS. I EXPRESSLY ASSUME ANY AND ALL RISKS OF POSSIBLE EXPOSURE TO INFECTIOUS DISEASES DUE TO MY

PARTICIPATION IN ANY ACTIVITY WITH THE RELEASED PARTIES WHICH INCLUDES BUT IS NOT LIMITED TO ANY LOSS, INJURY, ILLNESS, DISABILITY OR DEATH SUFFERED BY ME AND POSSIBLE EXPOSURE OF SUCH DISEASES TO MY FAMILY AND OTHERS WHO I HAVE CLOSE CONTACT WITH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. IN CONSIDERATION FOR PARTICIPATING IN ANY ACTIVITY AND FOR OTHER VALUABLE CONSIDERATION WHICH IS HEREBY ACKNOWLEDGED, I HEREBY RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE AND COVENANT NOT TO SUE THE RELEASED PARTIES, INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL LIABILITY, CLAIMS, COSTS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND DISBURSEMENTS, WHETHER OR NOT AN ACTION IS BROUGHT, ON APPEAL OR OTHERWISE, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY LOSS, DAMAGE, ILLNESS, INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, MY FAMILY MEMBERS OR MY HEIRS FROM ANY INFECTIOUS ILLNESS, DISEASE OR INJURY, AS A RESULT OF BEING ENGAGED IN ANY ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF ONE OR MORE RELEASED PARTIES. Furthermore, it is my expressed intent that this Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties.

I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this Agreement and I acknowledge the waiver was expressly negotiated and is a material inducement to the permission granted by the Released Parties to be on premises and to participate in any Activity. I hereby agree that this Agreement shall be construed in accordance with the laws of the state of Texas, and each party hereto subjects themselves to the exclusive jurisdiction of the federal and states courts in Houston, Harris County, Texas for all matters related hereto.

BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS AGREEMENT, I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION FOR DIVE PIRATES FOUNDATION ALLOWING ME TO PARTICIPATE IN THE ACTIVITY. I FURTHER REPRESENT AND WARRANT THAT THE STATEMENTS, REPRESENTATIONS, CONFIRMATIONS, AGREEMENTS, AND ACKNOWLEDGEMENTS MADE HEREIN ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE FIRST WRITTEN BELOW WITH THE SAME EFFECT AS IF MADE ON THE DATE OF SUCH ACTIVITY. TO THE EXTENT ANY STATEMENT, REPRESENTATION, CONFIRMATION, AGREEMENT, OR ACKNOWLEDGEMENT BECOMES FALSE OR UNTRUE AFTER EXECUTING THIS AGREEMENT, I AGREE TO NOTIFY THE DIVE PIRATES FOUNDATION IN WRITING OF ANY SUCH ISSUE PRIOR TO ENGAGING IN ANY ACTIVITY.

DIVING RULES

After reading, please INITIAL next to each section:

- _____ I understand that on this open water dive/snorkeling trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me and I expressly assume the risk of diving in such remote locations.
- _____ I affirm that I am not under the influence of alcohol, nor am I under the influence of drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while using same.
- _____ I am aware of the dangers of breath-holding while scuba diving, and will not hold Dive Pirates or their instructors, divemasters, certified assistants, boat operators or training agencies responsible if I am injured doing so.
- _____ I understand that every diver must dive with a buddy, maintaining contact throughout the dive. They must enter the water together and return to the boat together with similar dive profiles. Failure to do so will result in one missed dive.
- _____ I understand running out of air is a failure completely in the control of the diver. Barring equipment failure, any diver in an out of air situation will be done diving for the rest of the trip.

Participant's Printed Name

Participant's Signature

Date

Signature of Parent or Guardian

Date

NOTE: Save file and email to the following address: divepirates@divepirates.org