

The Seven Seas

Liability Release and Express Assumption of Risk

Read carefully, fill in all blank spaces, and initial each paragraph before signing.

I, _____(full name), hereby affirm that I have been advised and thoroughly informed of the inherent risks and hazards of scuba diving and snorkeling and that I choose to proceed with diving with *The Seven Seas* in full awareness of those hazards and risks.

_____ I understand that diving poses certain inherent risks; including but not limited to decompression sickness, barotrauma, oxygen toxicity, inert gas narcosis, marine life injuries, drowning, and being lost at sea; and that these can entail serious injury or death.

_____ I understand that diving in Indonesia poses additional risks due to strong currents; limited availability or lack of appropriate medical facilities in some locations, logistical and other difficulties in arranging for treatment and/or medical evacuation.

_____ I understand that some dive injuries may require treatment in a decompression facility; and that there may be no hyperbaric facility close to the areas where I will be diving, and that in the event of injury, my treatment may require medical evacuation to hyperbaric or medical facilities in another location.

_____ I affirm that I choose to proceed with diving on *The Seven Seas* in full awareness of the absence of a hyperbaric facility in locations we will be visiting.

_____ I affirm that I possess insurance specifically covering the costs of medical evacuation and treatment for any dive injury, including but not limited to decompression sickness and barotrauma, and I have supplied proof of such coverage, and I further agree that I or my estate or heirs will reimburse the owners of *The Seven Seas*, their partners, agents and assigns, any and all costs they may incur in arranging or providing medical evacuation and treatment for myself which are not recovered from my insurance providers.

_____ I understand and agree that neither the owners of *The Seven Seas*, nor its employees, agents, other passengers or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or damage to me or my family, heirs or assigns that may occur as a result of my participation in diving, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to dive on *The Seven Seas*, I hereby personally assume all risks for any harm, injury or damage that may befall me, and save and hold blameless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my participation in diving.

_____ I understand that skin diving and scuba diving are physically strenuous activities and that I may be injured as a result of a heart attack, stroke, panic, hyperventilation, or other event, whether arising out of a previous medical condition or susceptibility or not, and affirm that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I affirm that I have read and understand the *Code of Conduct for Divers on The Seven Seas* and I agree to abide by its terms and provisions at all times.

_____ I further state that I am of lawful age and legally competent to sign this liability release, or else that I have acquired the active and written consent of my parent or guardian who has signed this instrument below.

_____ I agree that if any part or parts of this agreement are found to be unenforceable in any territory or legal jurisdiction, such provisions shall be reformed insofar as is necessary to make them enforceable, and all other parts of the agreement shall remain fully in force and enforceable at all times.

_____ I understand that the terms of this release and exemption are contractual and not a mere recital, and that I have signed this document of my own free will.

MY DIVE INSURANCE POLICY AND ID NUMBER: _____

MY DIVE CERTIFICATION AGENCY AND LEVEL: _____

MY NUMBER OF DIVES AND MOST RECENT DIVE: _____

IT IS THE INTENTION OF _____ (full name) BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE OWNERS OF THE SEVEN SEAS THEIR PARTNERS, EMPLOYEES, AGENTS, HEIRS AND ASSIGNS FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, 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 I EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY ESTATE OR HEIRS.

Signature Date and Place

Nationality Passport or ID Number

If under legal age, then the signature of a parent or guardian is also required.

Signature of Parent or Guardian + Date and Place

Nationality Passport or ID Number Parent or Guardian