

JET LAG DIVE CHARTERS, LLC

COMPLETE WAIVER OF LIABILITY, RELEASE OF LIABILITY

This is a Waiver of your rights to sue.

Read carefully before signing.

I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE DEAN HATCHER, THE JET LAG VESSEL, JET LAG DIVE CHARTERS, LLC, ANY OF HIS EMPLOYEES, BOAT CAPTAINS, CREW, AGENTS, VOLUNTEERS AND GUESTS, AS WELL AS ANY AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN SCUBA DIVING, BOATING, OR ANY WATER SPORTS OR RELATED ACTIVITIES AND TO HOLD ANY SUCH ENTITIES AND INDIVIDUALS (THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITIES ARISING OUT OF ANY ACT, OMISSION, OR CONDITION IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN SUCH SCUBA DIVING, BOATING OR WATER SPORTS ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ANY ACTIVE OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE.

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF SCUBA DIVING, BOATING OR WATER SPORTS ACTIVITIES.

There are numerous risks inherent in and associated with participation in scuba diving, boating or water sports activities. By executing this RELEASE, you are acknowledging that participation in such scuba diving, boating or water sports activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in scuba diving, boating or water sports.

1. changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
2. collision with other participants; collision with watercraft, whether owned or operated by the Released, collision with man-made or natural objects;
3. the negligent actions and/or omissions of other participants;
4. your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
5. your sense of balance, physical coordination, ability to operate equipment and ability to swim;
6. wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
7. collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water or any other object, injection of water into any body orifices, and/or drowning;

8. the presence of insects, wild animals, as well as dangerous plant and animal life, bacteria, virus, amoebas, and marine life forms;
9. equipment failure, improper use of equipment and/or impacting equipment;
10. cold or heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
11. fatigue, chill, shock and/or dizziness which may increase your reaction time.

By initialing this section and executing this WAIVER below, you are agreeing that you have viewed the preceding non-exclusive list of sample inherent risks involved in your participation in these activities, and with full knowledge and understanding, you are voluntarily agreeing to engage in and participate in these activities and to **VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE** resulting from any and all inherent risks while participating and engaging in (including transit to and from) these scuba diving, boating and water sports activities. By expressly assuming ANY AND ALL INHERENT RISKS involved with these scuba diving, boating and water sports activities, you are voluntarily waiving all rights to seek or collect damages from the Released due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these activities.

_____ (Initial)

B. INDEMNITY AGREEMENT STATEMENT

By initialing this section and executing this WAIVER below, you and any estate you may have are further agreeing to hold harmless and to indemnify the Released against any and all claims, demands, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities, including those from third parties, arising out of or relating to your participation in any scuba diving, boating and water sports and/or presence upon the property on which they are located, even if caused by the active or passive negligence of the Released, but excluding any gross negligence or intentional misconduct. By agreeing to indemnify the Released for the acts, occurrences, and expenses as contained within this subsection, you are knowingly and voluntarily agreeing that you may be required to reimburse or provide the cost of a legal defense or representation for the Released for any expenses or actions it has to take arising out of your participation in these scuba diving, boating and water sports activities.

_____ (Initial)

C. WAIVER AND RELEASE OF LIABILITY

By initialing this section and executing this WAIVER below, YOU ARE HEREBY EXPRESSLY AGREEING TO KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE

BUT EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, against the Released arising out of any act, omission, or condition existing prior to the signing of the agreement, and extending to any act, omission, or condition in any way connected with your participation in (including transit to and from) these scuba diving, boating and water sports activities occurring at any point in the future. THIS WAIVER AND RELEASE OF LIABILITY IS EXPRESSLY PROVIDED TO EXCULPATE, HOLD HARMLESS AND INDEMNIFY THE RELEASED FROM THOSE LIABILITIES WHICH ARE SEPARATE FROM AND IN ADDITION TO THE POTENTIAL LIABILITIES CRATED BY THE RISKS INHERENT IN SCUBA DIVING, BOATING AND WATER SPORTS PARTICIPATION. Furthermore, by initialing and signing this waiver below, you are binding your spouse, heirs, assigns, and any similarly situated personal or legal representative to the waiver's terms.

_____ (Initial)

D. DECLARATION OF COMPETENCY AND INTENT TO BE BOUND

By initialing this section and executing this WAIVER below, you are expressly agreeing that you have read first, then initialed, all sections contained within this agreement. You are further expressly agreeing that you are voluntarily executing this waiver and release, and that you understand the legal implications and consequences of doing so. If there are any aspects of this agreement with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released BEFORE initialing this section or signing this waiver.

_____ (Initial)

E. UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Your signature below reflects your express assent to be bound to the terms of this agreement. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

_____ (Initial)

By way of my voluntary signature, I agree that I have read fully and understand this document in its entirety and further understand that this is a legally binding contract not to sue.

Name: (Print) _____ Phone # _____

Permanent Street Address: _____

City _____ State _____ Zip _____

Signature: _____ Date _____

Emergency Contact Information.

Name: (Print) _____

Phone # _____

E-Mail _____

DAN Insurance Number: _____