

Calypso Dive Charters LLC

BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK

Please read carefully before signing.

I HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER OR A STUDENT DIVER UNDER THE CONTROL AND SUPERVISION OF A CERTIFIED SCUBA INSTRUCTOR, AND THAT I THOROUGHLY UNDERSTAND THE INHERENT HAZARDS OF SCUBA DIVING & SHARK DIVING.

I understand that neither the ship's captain, its operators, Calypso Dive Charters LLC, the facility through which this charter and future charters are offered nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assigns that may occur as a result of my participation in this dive charter and future charters or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand and have been trained in the dangers, risk and hazards of holding my breath while diving on compressed air. I understand that diving with compressed gases involves certain inherent risks; decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open-water dive(s) may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber in proximity to the dive site.

I declare that I am in good mental health and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive charter and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to leaving dock and prior to the activity. I will notify the Released Parties and dive store of any equipment I find to not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

In consideration of being allowed to participate in the dive(s), I hereby personally assume all risks in connection with said dive(s), for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen. I understand that I am requesting to participate in a scuba dive that is intended to be done in the presence of wild and unpredictable sharks. I understand that Calypso Dive Charters LLC will intentionally attract these sharks to the immediate area of this dive and that I will be swimming unprotected within one foot or less of these sharks. I understand that this not a petting zoo. These sharks are pelagic animals that have by no means been tamed. I will not attempt to touch, feed, or harass any sharks and understand that in doing so I may be asked to get out of the water. By my signature on this Assumption of Risk and Complete Release of Liability, I acknowledge that I am making this request to dive with these sharks with the full knowledge of the dangers involved with swimming with sharks. I have not been promised nor told anything to the contrary from what is stated in this Release and Waiver Agreement.

I further save and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this dive charter and future charters, including both claims arising during the dive charter and future charters or after I complete the dive charter and future charters.

I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

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.

IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY SHIP'S CAPTAIN, ITS OPERATORS, CALYPSO DIVE CHARTERS, THE FACILITY THROUGH WHICH THIS DIVE CHARTER AND FUTURE DIVE CHARTERS ARE OFFERED, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY LOSS 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 ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

DIVER NO.	DATE	DIVER SIGNATURE	PARENT / GURADIAN SIGNATURE	CERTIFICATION AGENCY	DIVER LEVEL
1					
2					
3					
4					
5					
6					