

Deep Expeditions, LLC

LIABILITY RELEASE

Initial each numbered section to which you agree. Print the word “VOID” in the space provided for initials if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement.

- _____ 1. It is my intention by this instrument **to give up my right to sue** Deep
initial Expeditions, LLC and its officers, agents, servants, and /or employees, whether specifically named or not, and it is also my intention to exempt and relieve Deep Expeditions, LLC and its officers, agents, servants, and/or employees and to hold these entities harmless from any liability for personal injury, property damage, or wrongful death caused by negligence or gross negligence and **I agree to assume all risk** in connection with my scuba diving activities.
- _____ 2. I am a certified diver and have been taught and understand that scuba diving has
initial inherent risks and dangers associated therewith including, but not limited to, decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of the diver’s breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, onset of sudden illness at depth, or other perils of the sea which could cause injury or drowning, and **I SPECIFICALLY ASSUME SUCH RISKS.**
- _____ 3. I understand that breathing gases other than air, diving deeper than 130 feet, and
initial conducting dives requiring mandatory decompression, only increase these inherent risks, and I have received training and the proper certification from a recognized agency, specifically to aid me in managing these increased risks.
- _____ 4. I fully understand and am fully aware that there are no US Navy repetitive dive tables
initial for dives deeper than 190’, although computer driven software exists to create any dive schedule desired. I understand it is not recommended to conduct repetitive dives beyond 190’ and in doing so **I SPECIFICALLY ASSUME ALL RISKS** involved with my activities.
- _____ 5. Within the last year, I have conducted wreck dives well in excess of 130 feet and I am
initial familiar with the extensive preparation necessary to conduct such dives and understand that **I am solely responsible** for such preparation, **OR** I am currently enrolled in a technical diving course and I will be making my certification dives on these trips under the supervision of my instructor.
- _____ 6. **I am physically fit for deep technical scuba diving** and I will not hold any of the
initial above named persons or entities responsible should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat.
- _____ 7. I understand that being under the influence of prescription drugs, illegal drugs, many
initial over the counter drugs, or alcohol is a contraindication of diving and could cause my injury or death, therefore **I agree to refrain from drug or alcohol use prior to the dive trip** or I will refrain from making my dive.
- _____ 8. I will not hold Deep Expeditions, LLC or its officers, agents, servants,
initial and / or their employees responsible for providing me with any of my diving equipment or breathing gases, **including any gases I might need in an emergency**, and I

understand that I am solely responsible for inspecting all of my equipment, and analyzing my dive gases, prior to diving.

_____ 9. I will be present at and attentive to the safety briefing given by Deep Expeditions, LLC,
initial and / or the boat Captain, their officers, agents, servants, and/or employees, and if there is anything that I do not understand or am not in agreement with, I will notify the boat Captain immediately.

_____ 10. Should I notice any unusual condition that might adversely affect my safety, or the
initial safety of the vessel or the other passengers, I am obliged to notify the boat Captain immediately.

_____ 11. I understand that I have a duty to plan and carry out my own dive and to be
initial responsible for my own safety and should I elect to dive with a buddy, it is to be an arrangement solely between that buddy and myself. Deep Expeditions, LLC, and her officers, agents, servants, and/or employees are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.

_____ 12. I fully understand and am fully aware that the dive boat is extremely limited in its
initial rescue and emergency medical response capabilities and that the dive site is in a remote location. As a result, in the event of illness or injury, rescue and/or appropriate medical assistance may be significantly delayed and **I could sustain further serious injury, possibly resulting in death**, from this delay.

_____ 13. I fully understand that **it is my responsibility to make my family aware**, as I am,
initial that scuba diving, especially when conducted deeper than 130 feet, is an ultra-hazardous activity and to accurately portray to them the risk of my injury or death.

_____ 14. It is my intention that **this document or any previously signed document on file
initial with Deep Expeditions, LLC be admissible in any and all legal proceedings, or lawsuits**, that might arise from my scuba diving activities.

_____ 15. **I have read and understand the foregoing in its entirety.** I agree to the terms and
initial conditions of each of the initialed, numbered sections above on behalf of my heirs, my personal representatives, and myself.

Signature _____ Date _____

Print Name _____

Certification Agency and Level _____

Witnessed by _____
