

The Atlantis Azores

Trip Name and Number: _____

Guest Name: _____ Departure Date: _____

RELEASE OF LIABILITY & ASSUMPTION OF RISK

This Document Affects Substantial Legal Rights, Including Your Right to Sue:

I certify that the statements made by me in the Atlantis Azores Application set forth above concerning my personal information, diving experience, and certification are correct and truthful in all respects. I understand and agree that the Atlantis Azores (hereafter referred to as the vessel) and Dive Cruises Philippines Inc. accepts no responsibility whatsoever for determining my physical fitness to engage in snorkeling, scuba diving, or any other physical activities in which I may participate in connection with the trip for which I have applied. I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

I further certify that I have informed myself of and fully understand the risks inherent in snorkeling, scuba diving, technical diving (including solo diving) and other open water activities, and travel to and from dive sites and I expressly assume all risks involved in such activities.

I expressly understand and agreed that:

1. Dive Cruises Philippines Inc. its Franchisees, the Vessel, the Vessel Owners, charterers and operators of the vessel, and their officers, directors, shareholders, agents, employees and affiliated companies (hereinafter collectively referred to as RELEASED PARTIES), assume no responsibility or liability for service, transportation or equipment made available by any airline, travel or booking agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of such entity. I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident or injury that may arise or result, directly or indirectly, from activities in which I engage on the trip for which I have applied.

2. I understand and agree that RELEASED PARTIES reserve the right to deny my application for any reason whatsoever. I further agree that, in consideration of being allowed to participate in the trip for which I have applied and the activities that may be available in connection with that trip, I hereby waive, release, and absolve the RELEASED PARTIES of and from any all liability and responsibility for personal injury, property loss, death, and any and all other damages that I may sustain in connection with or arising out of my participation in the trip for which I have applied and the activities made available in connection therewith, whether such injuries, losses or damages result from negligence, products liability, strict liability, seaworthiness of the vessel, or fault of any of the RELEASED PARTIES. I further agreed to defend, indemnify, and hold harmless the RELEASED PARTIES from any claim or lawsuit by me or anyone purporting to act on my behalf for any such personal injury, property loss, death, or other damages.

3. I further agree that any claim brought by me or my successors on any terms must be brought within the Philippines and must be brought within one (1) year from the date of the incident giving rise to the claim.

4. I fully understand that it is my responsibility to conduct myself with reasonableness and follow all of the rules and regulations set forth by the captain and crew. I acknowledge and

agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in any way, endanger the vessel, passengers or divers, the vessel captain has the right to refuse service to me or remove me from the vessel.

5. I further understand that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, and minor inconvenience or modification to portions of the program itinerary, and RELEASED PARTIES reserve the right to modify and/or cancel program arrangements due to unfavorable weather conditions and to substitute comparable facilities and equipment. In the event of equipment failure of the Vessel, seizure or arrest of the Vessel under color of law, unavailability of labor due to strikes, lockouts, political or labor disturbances or the like, or passenger bookings which are in the sole discretion of RELEASED PARTIES insufficient to permit a charter, RELEASED PARTIES reserve the right to cancel the charter and to refund all deposits. No refunds can be made for cancelled program arrangements due to adverse weather or for substitution of facilities and/or equipment or for minor inconvenience once a trip begins. RELEASED PARTIES are not responsible and has no liability for cancellations arising from wars, riots, acts of terrorism, or other incidents.

6. 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 or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

I have read the terms and conditions set forth above in their entirety and I understand them and accept them unconditionally. I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES make from time to time.

I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES may from time to time deem desirable or needful or prescribe during the course of the program.

I further represent and agree:

1. That I am of legal age and am competent to sign this Waiver and Release Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs this Waiver and Release Agreement.
2. That I will inspect my snorkeling, scuba diving or other program equipment prior to engaging in the Activities and that I will notify the RELEASED PARTIES if any of the equipment is not working properly. I will not hold the RELEASED PARTIES responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify RELEASED PARTIES of any equipment that is not working properly prior to engaging in the Activities.
3. That I have, and will furnish, my own equipment and be responsible for its good order and operating conditions, regardless of where I obtain it. Prior to each Activity, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do not expect my equipment to be inspected by anyone else.
4. If I do obtain any equipment for any program Activity from any of the RELEASED PARTIES, I accept the equipment as is. RELEASED PARTIES accept no responsibility for any defect in any of the equipment of RELEASED PARTIES and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and

operating condition and shall be financially liable for any breakage or deviations there from.

5. That, in executing this Waiver and Release Agreement, I am not relying upon any oral or written representations or statements made by the RELEASED PARTIES, or others, except as what is set forth in this Waiver and Release Agreement.
6. I also understand that voiding, deleting, erasing, striking or by any other means altering any part of this waiver and release is prohibited and does not discharge or release me of that or any other part of this waiver and release.

Undersigned acknowledges receipt of a copy of this contract.

Applicant:

Printed Name - Signature - Date

Parent/Guardian:

Printed Name - Signature - Date