

BOBDIVE
Release of Liability Waiver

I UNDERSTAND THAT:

I, **(Participant Name)**: _____, hereby affirm that I have been advised and informed of the inherent hazards of BOBdiving (utilizing a "Breathing Observational Bubble"), as well as those hazards occurring while snorkeling and during boat travel to and from the BOBdive site hereinafter referred to as "excursion." I understand and agree that neither guide(s), diver(s), BOBdive, 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 activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

Past or present medical conditions may be contraindicated to my participation in this activity. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting; or a history of heart condition (e.g.: cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as asthma, C.O.P.D., emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I affirm that I do not currently have any physical condition(s) that would prevent me from participating in said excursion. I further affirm that I should, or have contacted my physician for professional advice and ask(ed) any questions concerning any health issues that I may have and do not hold BOBdive liable or responsible for such advice. I understand that no party of BOBdive is qualified to give any medical advice concerning my, or any other condition state that I have not relied on any such advice to make my decision to partake in the BOBdive Under Water Adventure.

BOBdive is a physically strenuous activity and that I will be exerting myself during this activity 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.

In consideration of being allowed to participate in this excursion, I personally assume all risks in connection with this activity, for any harm, injury or damage that may happen to my person while I am a participant in this excursion, including all risks connected therewith, whether foreseen or unforeseen, including but not limited to "Acts of GOD" (FORCE MAJEURE) or any interaction with sea-life or any natural (living) thing in or out of the water during this excursion.

I agree to reimburse BOBdive for the cost of any damage caused to any of the equipment or vessel used in this excursion while being used by my person.

I comprehend that BOBdive reserves the right to refuse any participant that is not of 12 years of age and/or does not meet the minimum height requirement of 54" U.S. inches, persons who have consumed alcohol, any person the company representative feels will not treat the equipment and the local environment with respect.

I further state 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 will.

IT IS THE INTENTION OF THE ABOVE NAMED PARTICIPANT, BY SIGNING THIS INSTRUMENT, TO EXEMPT AND RELEASE GUIDE(S), DIVER(S), BOBDIVE, AND ALL RELATED ENTITIES AS DEFINED ABOVE, 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.

IT IS ALSO THE INTENTION OF THE ABOVE-NAMED PARTICIPANT, BY SIGNING THIS INSTRUMENT, TO WAIVE AND GIVE UP ANY RIGHT TO SUE RELEASED PARTIES IN A COURT OF LAW AND COLLECT MONETARY DAMAGES FROM THE RELEASED PARTIES FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE, WRONGFUL DEATH OR BREACH OF CONTRACT OR WARRANTY.

I further state that my signature acknowledges that I or someone on my behalf has purchased my BOBdive excursion online using my credit card information with my full knowledge and authorization. I also understand that signing this form represents the same authorization as myself being present when the credit card was used for said purchase.

Excursion Confirmation #

Participant Name

Participant Signature

Signature of Parent/ Guardian

Date