

GENERAL RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Applicant certifies the statements made on the reverse regarding Applicant’s experience to be correct and acknowledges that Applicant understands that Applicant’s acceptance on this trip is predicated on Applicant’s assurance that Applicant is physically fit to engage in ocean SCUBA diving and that Applicant has had sufficient training to engage in ocean SCUBA diving. Applicant fully understands that SCUBA diving is hazardous and potentially dangerous and Applicant is fully aware and understands the inherent risks in SCUBA diving due to known and unknown causes and **Applicant voluntarily assumes all risks of loss, damage or injury** that may be sustained by Applicant while engaged in said Nanaimo Dive Outfitters diving travel programs.

Applicant, for Applicant and Applicant’s personal representatives, assigns, heirs, and next of kin, hereby releases, waives and discharges Nanaimo Dive Outfitters and its officers, agents and employees, hereinafter called “Releasees”, from all liability to Applicant, Applicant’s personal representatives, assigns, heirs, and next of kin for all loss or damage, and any claim or demand therefore, on account of injury to the person or property or resulting in the death of Applicant, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, while Applicant is engaged in an Nanaimo Dive Outfitters diving travel program, and Applicant covenants not to bring any action against Nanaimo Dive Outfitters or any other Releasee arising out of such loss or damage.

Applicant warrants that the statements made in Applicant’s application and herein are true and correct and understands that the Releasees will rely on them and that such statements will be an inducement to Nanaimo Dive Outfitters in accepting Applicant as a participant in a Nanaimo Dive Outfitters diving travel program.

Nanaimo Dive Outfitters reserves the right to deny any Applicant for any reason whatsoever.

It is understood that Nanaimo Dive Outfitters is independent of and has no business association, as partner, joint venture, owner or otherwise, with any resort, hotel, carrier, boat operator, or other person or firm furnishing any service or facility in connection with the subject travel program.

It is expressly understood and agreed that Nanaimo Dive Outfitters assumes no responsibility or liability for service, transportation or equipment made available by any resort, hotel or other person or entity, either as to its availability or as to its safety, quality or condition, nor for the acts (negligent or otherwise) of any employee or agent of such establishment, firm, person, or entity. It is also understood and agreed that Nanaimo Dive Outfitters does not, by acceptance of this Applicant, assume any responsibility or liability for the safety of any participating individual, particularly while such individual is engaged in underwater activities, whether alone or in groups, under the supervision of tour escort, or otherwise.

It is expressly understood that the tour escort (or escorts) of the trip for which the Applicant has signed up, is acting only in the capacity of a tour escort. Although the tour escort may or may not be a certified SCUBA instructor, and will give freely of his/her diving knowledge and experience, he/she is not acting in the capacity of instructor, unless agreed upon by separate payment and release between Applicant and Releasee.

It is further understood that remoteness of the area, local customs and prevailing weather conditions may cause substitution of facilities and/or equipment, minor inconvenience or modification to the diving portions of the program itinerary and Nanaimo Dive Outfitters reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and substitute comparable facilities and equipment.

No refunds can be made for canceled diving arrangements due to adverse weather, or for substitution of facilities and/or equipment or for minor inconvenience.

Applicant hereby indemnifies and holds harmless Nanaimo Dive Outfitters and its partners, agents and employees from any and all claims, suits, liability, injuries, losses and damages of any person which arise out of Applicant’s participation in a Nanaimo Dive Outfitters diving travel program.

All trip pricing is subject to change due to fluctuating fares, taxes, fuel charges, or changes in suppliers and itineraries that may be necessitated. Price changes in this regard do not release applicant from provisions contained in this statement.

Applicant acknowledges receipt of information regarding trip cancellation insurance. This protection can save you money if you are forced to cancel or alter your trip. Application for this coverage is the responsibility of the applicant.

The application form signed by Applicant and by parent or guardian of any minor Applicant is in all respects subject to the terms and conditions above, which have been read and unconditionally agreed to. I/we further agree to observe strictly and comply with such additional reasonable terms and regulations as Nanaimo Dive Outfitters may from time to time deem desirable or needful or prescribe during the course of the program.

Applicant declares that Applicant has read and understands the contents thereof and voluntarily signs this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement. No oral or other representations, statements or inducements have been made to Applicant, apart from this application and this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement.

Applicant in executing this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement shall be deemed to have executed it for Applicant, Applicant’s heirs, executors, administrators, successors, assigns, and next of kin.

Applicant acknowledges receipt of a copy of this **General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement.**

Date

Certified and agreed to by

Signature of Applicant

Parent or guardian if Applicant is under the age of majority