

# Waiver and Release of Liability - Assumption of Risk and Indemnity Agreement

Cage Diver San Francisco – Incredible Great White Shark Adventure

Please initial on each line.

In consideration for permitting me, \_\_\_\_\_, to participate in this shark diving and shark observing activity, I hereby acknowledge:

\_\_\_\_ I am a certified scuba diver \_\_\_\_\_ Agency \_\_\_\_\_ Date

\_\_\_\_ I am not a certified scuba diver.

\_\_\_\_ I understand that diving while under the influence of alcohol or drugs is dangerous.

\_\_\_\_ I agree I will not dive while under the influence of alcohol or drugs.

\_\_\_\_ I agree to obey all safety instructions issued by the New Eldorado III staff and crew.

\_\_\_\_ I understand scuba diving is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand cage diving with sharks has additional, potentially dangerous hazards and involves the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand that I am assuming the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand traveling on a boat, even as an observer, is potentially dangerous and entails known and unanticipated risks.

\_\_\_\_ I agree to keep myself and all bodily parts within the cage while diving.

\_\_\_\_ I hereby release, waive and agree not to sue Incredible Adventures, Inc., Ocean Outreach Inc, New Eldorado III Sportfishing, divemasters, and their employees and agents; owners of the New Eldorado III, crew, employees, and their agents; from all liability relating to my participation in this activity; and for any and all loss or damage, and any other claim or demands therefore on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in shark diving and observation activities, whether caused by the negligence of the releasees or otherwise.

\_\_\_\_ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_ I hereby assume full responsibility for any risk of bodily injury, death, or property damage, now and forever, arising out of or related to participation in this shark diving and/or shark viewing activity whether foreseen or unforeseen and whether caused by negligence of the Releasees or otherwise, I hereby separately agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in this shark diving activity.

\_\_\_\_ I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

\_\_\_\_ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Incredible Adventures, Inc., Ocean Outreach, Inc. Captain Edward Gallian and New Eldorado III Sportfishing from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Incredible Adventures, Inc., Ocean Outreach, Inc., New Eldorado III equipment or facilities, including any such claims which allege negligent acts or omissions of the four parties.

\_\_\_\_ I hereby agree that should Incredible Adventures, Inc, Ocean Outreach, Inc., New Eldorado III Sportfishing, or anyone acting on their behalf, be required to incur attorney's fees and costs I agree to indemnify and hold them harmless for all such fees and costs.

\_\_\_\_ In the event of a lawsuit or claim against Incredible Adventures, Inc., Ocean Outreach, Inc. and/or New Eldorado III Sportfishing, Captain Edward Gallian, I agree that such lawsuit may only be filed in arbitration in the American Arbitration Association. The location of such arbitration shall be Sarasota, Florida. The substantive law of Florida shall apply without regard to the conflict of law rules of Florida. I specifically waive my right to a jury trial. I understand that I am waiving my right to bring any claim against Incredible Adventures, Inc., Ocean Outreach Inc., and New Eldorado III Sportfishing in a court of law. I agree that in the event any portion of this Waiver and Release of Liability is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that as a result of signing this Waiver and Release of Liability I may be found to have waived my right to maintain a lawsuit or claim against Incredible Adventures, Inc., Ocean Outreach, Inc., New Eldorado III for any claim released herein. I have had sufficient time and opportunity to read this document, have read and understood it and agree to all of the terms herein unconditionally and without reservation.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Please Print

Address: \_\_\_\_\_ Date: \_\_\_\_\_