

**WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

This is a release of your rights to engage in any legal action involving REEF DIVERS (hereinafter referred to as RD), LITTLE CAYMAN BEACH RESORT (hereinafter LCBR), BRAC REEF BEACH RESORT (BRBR), or any affiliated companies, or any of its employees, agents, and/or assigns, for personal injuries or wrongful death that may occur during the forthcoming dive, snorkel, and/or watersports activity, (including boat transportation) as a result of the inherent risks associated with such activity or as a result of negligence.

**After reading, place your INITIAL next to each of the following sections:**

- \_\_\_\_\_ I acknowledge that I am a certified diver, trained in safe diving practices.
- \_\_\_\_\_ I am aware of the risks inherent in this sport and accept these risks.
- \_\_\_\_\_ I affirm that I am in good mental health and physical fitness for diving and acknowledge that I am responsible if I am injured as a result of heart, lung, ear, circulatory problems, or other illnesses that occur while diving and/or snorkeling.
- \_\_\_\_\_ I acknowledge that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism, or other hyperbaric injuries, and I expressly assume the risk of said injuries.
- \_\_\_\_\_ I understand that scuba diving and/or snorkeling is a physically strenuous activity and that I will be exerting myself during these activities. If I am injured as a result of heart attack, panic, hyperventilation or any other cause, I expressly assume the risk of said injuries and I will not hold RD/LCBR/BRBR or their employees, agents, or assigns responsible for the same.
- \_\_\_\_\_ I understand that on this open water dive/snorkeling trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me and I expressly assume the risk of diving in such remote locations.
- \_\_\_\_\_ I affirm that I am not under the influence of alcohol, nor am I under the influence of drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while using same.
- \_\_\_\_\_ I am aware of the dangers of breath-holding while scuba diving, and will not hold RD/LCBR/BRBR or their instructors, divemasters, certified assistants, boat operators, or dive training agencies responsible if I am injured doing so.
- \_\_\_\_\_ I am aware that I will be diving with a buddy and it will be my responsibility to plan a dive allowing for our diving limitations and prevailing water conditions. I will not hold RD/LCBR/BRBR responsible for my failure to safely plan my dive.
- \_\_\_\_\_ I will inspect all of my equipment prior to the activity and will notify RD or its employees if any of my equipment is not working. I will not hold RD/LCBR/BRBR or any of their employees, agents, or assigns responsible for my failure to inspect my equipment prior to diving.
- \_\_\_\_\_ It is the intention of the undersigned to observe and obey the Cayman Island Watersports Operators Association's Code of Safety Requirements and Standards as posted in the resort and dive shops. I also understand that if I violate any of these standards and procedures, regulations or laws, that my dive privileges may be cancelled.
- \_\_\_\_\_ It is the intention of the undersigned by this instrument to exempt RD/LCBR/BRBR or any of their employees, agents, or assigns responsible as defined above from all liability whatsoever for personal injury, property damage, and wrongful death caused by negligence.
- \_\_\_\_\_ EQUIPMENT: I hereby accept rental equipment in the condition "as is". I acknowledge having inspected the equipment and have satisfied myself that it is in good order and working condition. RD/LCBR/BRBR accepts no responsibility for defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of said equipment is at my own risk. I shall return the same in good order and shall be financially responsible for its return.
- \_\_\_\_\_ RELEASE OF LIABILITY: I fully understand that scuba diving, snorkeling, or other watersports activities (including boat transportation) is at my own risk and I hereby release RD/LCBR/BRBR and its officers, employees, agents, and assigns and save them harmless from all claims, loss, damage, injury, and liability arising from any injury and for illness sustained by me while engaged in diving, snorkeling, any watersports, caused or occasioned by reason of the perils or dangers of the sea, or by reason of the act, omission, negligence, or default of any other diver, divers, snorkeler, snorkelers, person, or persons engaged in watersports or as a consequence of illness or disease or disability which renders such person or persons unfit for diving, snorkeling, or any watersports, and I hereby expressly assume all risks of scuba diving, snorkeling, and/or any watersports.
- \_\_\_\_\_ The agreement shall be determined according to the laws of the Cayman Islands and shall be adjudicated in the courts of the Cayman Islands to the exclusion of any other courts.
- \_\_\_\_\_ On behalf of myself and my heirs, executors, administrators, or assigns, I agree that in the event of any claim for personal injury, damage, or wrongful death shall be prosecuted by or in my behalf against RD/LCBR/BRBR, its officers, employees, agents or assigns, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented from personal injuries or wrongful death.

**I acknowledge that I have read the foregoing paragraphs and expressly agree to all of them.**

Name (please print) \_\_\_\_\_ Signature of Participant \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_