



Reviewed by: _____

(SeaTREK® Guide Name)

Participant Record & Liability Release

Name (complete): _____

Birth Date: ____ / ____ / ____

Street Address: _____

City: _____

State / Country: _____ Zip Code: _____

Phone: _____ E-mail: _____

Emergency Contact: _____

Emergency Number: _____

Please answer the following questions on your past or present medical history with a YES or NO. A positive response does not necessarily disqualify you from SeaTREK. Be honest with your responses. Do not put your health at risk.

- 1. Are you more than 3 months pregnant?
- 2. Do you have a history of heart attacks, strokes or heart disease?
- 3. Do you have asthma or wheezing with breathing or exercise?
- 4. Do you currently have a cold, sinusitis or bronchitis?
- 5. Do you have any form of lung disease?
- 6. Do you have epilepsy, seizures or convulsions or take medications to prevent them?
- 7. Do you have a history of blackouts or fainting?
- 8. Have you ever had a diving accident or decompression sickness?
- 9. Do you have high blood pressure or take medicine to control it?
- 10. Have you ever had heart surgery, angina or blood vessel surgery?
- 11. Do you have a history of bleeding or blood disorders?
- 12. Do you have any history of diabetes affecting your ability to participate in a strenuous activity?
- 13. Are you currently under the influence of drugs or alcohol?
- 14. Do you have a history of ear or sinus surgery?
- 15. Do you have a history of ear disease, hearing loss or problems with balance?
- 16. Do you have problems equalizing (popping) ears with airplane or mountain travel?

If you have answered YES to any of the above questions, you must be cleared to SeaTREK by a physician.

I, _____ (print full name), verify that a physician is aware of my current medical status and medical history and has cleared and released me to swim, snorkel or dive. I also verify that the information I have provided about my medical history is accurate and complete. I agree that I will not fly for 4 hours after completing the SeaTREK excursion.

Signed: _____ Date: ____ / ____ / ____

REVIEW / SIGN REVERSE SIDE



Liability Release & Express Assumption of Risk

I, _____ (print full name), understand the purpose of signing this document is to release and hold harmless my **SeaTREK** Guide, the **SeaTREK** Licensee or Operator, **Sub Sea Systems, Inc.**, and all of the respective employers, officers, agents, employees, subcontractors and assigns of the **SeaTREK** operator and manufacturer (hereafter collectively referred to as the "Released Parties") from any and all liability arising out of my participation in **SeaTREK** (hereinafter referred to as this "Excursion") or any acts or omissions by any of the Released Parties, including but not limited to negligence attributable to any of them.

I hereby affirm that I have been advised and informed of the inherent hazards of **SeaTREK**, including but not limited to dangers associated with breath-holding, rapid ascents, and lung over-expansion, as well as water-related injuries such as death by drowning. I understand that such injuries may require treatment in a recompression chamber, but **SeaTREK** may take place at a site too far from a recompression chamber in distance or time for treatment to be rendered to me. I still choose to proceed in this Excursion despite the inherent hazards and the possible absence of a recompression chamber in proximity of the Excursion site.

I also understand that **SeaTREK** can be a physically strenuous activity and that I will be exerting myself during this Excursion. I expressly assume the risk of, and expressly release the Released Parties from all liability for, any injury, death, property damage and other loss or damage, including but not limited to injury or death caused by heart attack, panic, or hyperventilation, that may occur in connection with the Excursion. I understand that by doing so, I relinquish any claims that I, my family, my heirs or my assigns may now have, as well as any that may hereafter accrue, against the Released Parties for any injury, death, property damage and other loss or damage in connection with this Excursion, including but not limited to that caused by negligence attributable to any of the Released Parties, whether passive or active, and that caused by any product defect or failure of any sort.

I understand that the Excursion is designed to provide me with an introduction to breathing underwater with guided supervision. It is not intended to train me as a competent or independent diver. I further understand and agree that I must be thoroughly instructed in a certification course under direct supervision of a qualified instructor to become a certified, competent diver.

I understand that the terms herein are contractual and not mere recital; and that I have signed this document of my own free act. I hereby agree that any claims related to this agreement or my participation in **SeaTREK** will be adjudicated solely in the courts of the State of California, and that such claims will be decided subject to the application of California law. I understand that if any portion of this Liability Release and Express Assumption of Risk agreement is found to be invalid or inapplicable by a court of competent jurisdiction, that portion shall be severed and the balance of the agreement remain in full force and effect.

I acknowledge that I have also read, had explained to me and understood the Participant Record and Liability Release before signing it. I hereby represent and warrant that the information I have provided on the Participant Record and Liability Release regarding my past and present medical history and clearance by a physician (if applicable) is accurate and complete. I agree to defend and indemnify the Released Parties and hold them harmless against any claims in any way related to any misrepresentations, omissions, or inaccuracies in that information, including payment of any reasonable attorney's fees incurred in the defense of such claims.

I have fully informed myself of the contents of this liability release and express assumption of risk by reading it in its entirety before signing it on behalf of myself, my heirs and my personal representatives. It is my intention by signing this agreement to give up my right to sue the released parties and to hold these entities harmless from any and all liability for personal injury, property damage or wrongful death caused by the negligence of the released parties or otherwise, and I hereby assume all risks associated with my participation in **SeaTREK**.

* To demonstrate that I have read this Liability Release and Express Assumption of Risk and that I am fully aware of the legal consequences of signing it, in addition to signing it, I have handwritten my initials in the box in the bottom left corner of this page.

Sub Sea Systems, Inc. may use photographs or videos of my SeaTREK experience strictly for promotional purposes. If you are not in agreement with said use, indicate by checking the following box:

Do not use my images for promotional purposes.

How did you find out about this awesome tour?

- | | | |
|--|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Online / website / Social Media | <input type="checkbox"/> Magazine | <input type="checkbox"/> Newspaper |
| <input type="checkbox"/> Friend | <input type="checkbox"/> Television | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Hotel tour desk | <input type="checkbox"/> Other _____ | |

* Initial here **Signature of Participant:** _____ **Date:** ____ / ____ / ____
Signature of Parent or Legal Guardian: _____