

COIBA DIVE EXPEDITIONS, REPUBLIC OF PANAMA.

ASSUMPTION OF RISK, LIABILITY RELEASE AND INDEMNITY

This SIGNED and INITIALED document must both be: (1) sent to our booking agent via fax or email no later than your final payment, and (2) given as an ORIGINAL COPY to the Captain upon arrival.

For and in consideration of COIBA DIVE EXPEDITIONS AND ECO DEVELOPMENTS CORP, PANAMA (collectively known as EDC) permitting me to board, reside on, and participate in scuba diving and other activities connected with vessels owned and/or operated by them (the "activities"), I hereby voluntarily and knowingly represent and agree for myself and my heirs, executors, administrators and assigns as follows:

I certify that the statements made by me in the COIBA DIVE EXPEDITIONS AND ECO DEVELOPMENTS CORP, PANAMA (collectively known as EDC) set forth above in the Passenger Information Form, concerning my personal information, diving experience, and certification are correct and truthful in all respects. I understand and agree that EDC accepts no responsibility whatsoever for determining my physical fitness to engage in snorkeling, scuba diving or any other physical activities in which I may participate in connection with the trip for which I have applied. I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

I further certify that I have informed myself of and fully understand the risks inherent in snorkeling, scuba diving, technical diving (including solo diving) and other open water activities, and travel to and from dive sites and I expressly assume all risks involved in such activities.

I expressly understand and agreed that:

PLEASE READ AND INITIAL ALL SECTIONS BELOW

_____ **1)** I am a certified scuba diver trained in safe diving practices and understand and agree that the purpose of our diving is strictly recreational. I am aware (1) that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive excursion, (2) of the risks inherent in the activity and instruction of skin and scuba diving, and (3) that it is not the function of EDC or its agents or employees to act as the guardians of my safety, and I expressly assume these risks.

_____ **2)** I understand that diving with compressed air and or Nitrox involves certain risks, and that injuries can occur that require treatment in a recompression chamber. I further understand that an open water diving trip may be conducted at sites that are remote, by time and/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.

_____ **3)** I understand that even if I follow all of the appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other diving-related injuries, and I expressly assume the risk of such injuries or illnesses. I further understand that diving in ocean waters involves additional risks due to the environment, animal or sea life, currents and mechanical or equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

_____ **4)** I understand that EDC complies with the recommendations of the Recreational Scuba Diver Training Council (RSTC) regarding physical and mental fitness for diving. I affirm that I have reviewed the RSTC Medical Statement and the guidelines, standards and recommendations contained therein and that either (1) I have no medical history or condition and am taking no medication contraindicated for diving, or (2) I will be in possession of a doctor's statement less than one year old affirming my fitness to dive despite one or more contraindicated medical conditions or medications that I am taking.

I understand that, if I have a contraindicated medical history or condition or take contraindicated medication, and cannot provide a current doctor's recommendation of my fitness to dive, I will be unable to participate in diving activities from EDC's vessel, and that no refund or other consideration will be given.

_____5) I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to boat-based residence and in-water activities, including remoteness by time and/or distance from any medical facilities, and I expressly assume such risk.

_____6) I shall observe strictly and comply with such additional reasonable terms and regulations as EDC or its employees may from time to time deem desirable or needful to prescribe before or during any activities I undertake on board or based from EDC's vessel, for insurance, safety or other reasons.

_____7) **COIBA DIVE EXPEDITIONS AND ECO DEVELOPMENTS CORP, PANAMA (collectively known as EDC)** the Vessel Owners, charterers and operators of the vessel, and their officers directors, shareholders, agents, employees, and affiliated companies (hereinafter collectively referred to as RELEASED PARTIES), assume no responsibility or liability for service, transportation or equipment made available by any airline, travel or booking agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of such entity. I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident or injury that may arise or result, directly or indirectly, from activities in which I engage on the trip for which I have applied.

_____8) In case of a medical emergency, I authorize the Captain and/or crew of the Vessel to administer first aid or get proper medical attention if necessary. I understand that the nearest operational recompression chamber may be many hours away and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary by myself or the vessel. I hereby certify that the foregoing is true and correct.

_____9) I understand and agree that RELEASED PARTIES reserve the right to deny my application for any reason whatsoever. I further agree that, in consideration of being allowed to participate in the trip for which I have applied and the activities that may be available in connection with that trip, I hereby waive, release, and absolve the RELEASED PARTIES of and from any and all liability and responsibility for personal injury, property loss, death, and any and all other damages that I may sustain in conjunction with or arising out of my participation in the trip for which I have applied and the activities made available in connection there with, whether such injuries, losses or damages result from negligence, products liability, strict liability, seaworthiness of the vessel, or fault of any of the RELEASED PARTIES. I further agreed to defend, indemnify, and hold harmless the RELEASED PARTIES from any claim or lawsuit by me or anyone purporting to act on my behalf for any such personal injury, property loss, death or other damages.

_____10) I further agree that any claim brought by me or my successors on any terms must be adjudicated solely within the tribunals and courts of the chartered vessel's home port, and must be brought within one (1) year from the date of the incident giving rise to claim. I fully understand that it is my responsibility to conduct myself with reasonableness and follow all of the rules and regulations set forth by the captain and crew. I acknowledge and agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in any way, endanger the vessel, passengers or divers, the vessel Captain has the right to refuse service to me or remove me from the vessel.

I fully understand that the remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, and minor inconvenience or modification to portions of the program itinerary, and RELEASED PARTIES reserve the right to modify and/or cancel program arrangements due to unfavorable weather conditions and to substitute comparable facilities and equipment. In the event of equipment failure of the Vessel, seizure or arrest of the Vessel under color of law, unavailability of labor due to strikes, lockouts, political or labor disturbances or the like, or passenger bookings which are in the sole discretion of RELEASED PARTIES insufficient to permit a charter, RELEASED PARTIES reserve the right to cancel the charter and to refund all deposits. No refunds can be made for cancelled program arrangements due to adverse weather or for substitution of facilities and/or equipment or for minor inconvenience once a trip begins. RELEASED PARTIES are not responsible and has no liability for cancellations arising from wars, riots, and acts of terrorism or other incidents.

I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be

Construed as if such invalid or unenforceable provision had never been contained herein.

I have read the terms and conditions set forth above in their entirety and I understand them and accept them unconditionally. I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES make from time to time. I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES may from time to time deem desirable or needful or prescribe during the course of the program.

I further represent and agree:

_____ **11)** That I am of legal age and am competent to sign this Waiver and Release Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs this Waiver and Release Agreement.

_____ **12)** That I will inspect my snorkeling, scuba diving or other program equipment prior to engaging in the Activities and that I will notify the RELEASED PARTIES if any of the equipment is not working properly. I will not hold the RELEASED PARTIES responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify RELEASED PARTIES of any equipment that is not working properly prior to engaging in the Activities.

_____ **13)** That I have, and will furnish my own equipment and be responsible for its good order and operating conditions, regardless of where I obtain it. Prior to each Activity, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do not expect my equipment to be inspected by anyone else.

_____ **14)** If I do obtain any equipment for any program Activity from any of the RELEASED PARTIES, I accept the equipment as is. RELEASED PARTIES accept no responsibility for any defect in any of the equipment of RELEASED PARTIES and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and operating condition and shall be financially liable for any breakage or deviations there from.

_____ **15)** That, in executing this Waiver and Release Agreement, statements I am not relying upon any oral or written representations or statements made by the RELEASED PARTIES, or others, except as what is set forth in this Waiver and Release Agreement. I also understand that voiding, deleting, erasing, striking or by any other means altering any part of this waiver and release is prohibited and does not discharge or release me of that or any other part of this waiver and release. Delivery of an executed signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed signature of this Agreement.

Undersigned acknowledges receipt of a copy of this contract.

Name (please print): _____ **Date:** _____

Signature: _____

(For a Minor) Signature of Parent or Guardian: _____

Witness Name (print) _____ **Signature** _____

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