



Unit 405 4F Metrostar Bldg., Metropolitan Ave. Makati City 1200, Philippines • Ph: (632) 890.6778 / Fx: (632) 729.6571  
E-mail: info@expeditionfleet.com / info@cia.com.ph • www.expeditionfleet.com / www.scubaworld.com.ph

**RELEASE OF LIABILITY & RESPONSIBILITY AGREEMENT**

I, \_\_\_\_\_, DO HEREBY AFFIRM AND DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING.

I fully understand that these risks can lead to severe injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a recompression chamber; nevertheless, I choose to proceed even in the absence of a recompression chamber. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as the result of a dive boat accident, as well as travel to and from dive sites. Despite the potential hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from diving activities which could result in personal injury, loss of life and property damage to me.

Furthermore, I do hereby represent and warrant that I am in good mental health and physical fitness for diving, and able to participate in this dive cruise including all its activities. Also, that Skin, Scuba and some of the other activities on this cruise are physically strenuous activities and that I will be exerting myself during this dive cruise, and that if I am injured as a result of a heart attack, panic, hyperventilation, air expansion injuries, drowning, decompression sickness, and other perils of the sea, etc., that I expressly assume the risk of said injuries and that I will not hold Cruise & Island Adventure Inc. responsible for the same.

I declare that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I further 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 the diving portions of the program itinerary, and Expedition Fleet reserves the right to modify and/or cancel diving 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 Expedition Fleet. Insufficient to permit a charter, Expedition Fleet reserves the right to cancel the charter and to refund all deposits.

It is further declared that Cruise & Island Adventure Inc., will not be held liable for the cancellation or postponement of any dive cruise proximately or remotely occasioned by, contributed to by or traceable to, or arising out of, or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether war was declared or not), strike, riot, civil commotion, mutiny, rebellion, military or usurped power, or by any direct or indirect consequences of any of the said occurrences.

I understand and agree that Cruise & Island Adventure Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities, nor the organizers or promoters of this event hereinafter referred to as "Released Parties", may not be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active. By executing this document, I agree to hold Cruise & Island Adventure Inc. harmless for any injury or loss of life, which may occur to me during my participation in any dive cruise.

In consideration of being allowed to participate in this dive cruise and all its activities, as well as the use of any equipment of Cruise & Island Adventure Inc., I hereby personally assume all risks for any harm, injury or damage that may befall me during this dive cruise, including all risks connected herewith, whether foreseen or unforeseen.

In addition, I hereby agree to waive and fully release any and all claims based upon negligence, active or passive with the exception of intentional, wanton and willful misconduct that I may have in the future against Cruise & Island Adventure Inc.

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document on my own free act.

I hereby declare that I am of legal age and am legally competent to sign this Agreement, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

Philippine law shall govern any action that may arise from the dive cruise and venue shall be the proper trial court of Manila, to the exclusion of all other courts.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT. FURTHERMORE, I VOW THAT ALL THE INFORMATION STATED IN THE CONFIRMATION OF VOYAGE AGREEMENT IS TRUE.

SIGNATURE OF PARTICIPANT \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS (NAME) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS A MINOR, and by their signature they, on my behalf release all claims that both they and I have.

\_\_\_\_\_ DATE \_\_\_\_\_

(Parent Signature if participant is a minor)