

# DIVE BOAT SPECTRE – ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR COVID-19 EXPOSURE

**All passengers will be required to read and sign the below Acknowledgement of Risk form before departure:**

I, \_\_\_\_\_, do state that during this pandemic there are risks of infection from Covid-19 and I am aware of those risks. I also state that I will follow all suggested safe practices to help prevent infection.

Print Name

\_\_\_\_\_ I REPRESENT that in the last 21 days I have not to my knowledge been exposed to or in close physical or prolonged proximate contact with anyone diagnosed with or having symptoms of active Covid-19 viral infection.

\_\_\_\_\_ I ACKNOWLEDGE that the Covid-19 virus can have a long latency period between exposure and the onset of symptoms and that persons without symptoms can carry and spread the virus. Thus, persons can be infected and contagious without knowing they are. I agree and accept the risks that other passengers or crew members may board and leave the dock while unknowingly infected and contagious for Covid-19.

\_\_\_\_\_ I ACKNOWLEDGE that the captain and crew members are not medical professionals, do not provide medical advice or claim to be authorities on Covid-19.

\_\_\_\_\_ I ACKNOWLEDGE that while underway I am expected to follow current CDC mitigation guidelines for virus containment and abatement, including washing my hands frequently, avoiding putting my hands to my face, and/or wearing facial coverings. Given the physical accommodations of the boat, it is not generally feasible to maintain a constant 6-feet of separation from other passengers or crew members, either in the bunk rooms, in the galley area, on deck, on the swim step or in the dive stations. I agree to conform to enhanced sanitization, social distancing measures, and the following:

- The use of facial coverings when required and to the extent that it is safe and practical.
- Remain outside on deck as much as weather, safety, and physical stamina permit
- Minimize congregations in the galley through staggered meals and encouraging access only for ordering and consuming food when weather, safety, and physical stamina permit
- Endeavor to maintain 6-feet of separation from other passengers to the extent it is safe, practical, and reasonably feasible, understanding that intermittent, close proximity is inevitable.
- Wash my hands frequently with soap and water for at least 20 seconds

\_\_\_\_\_ I ACKNOWLEDGE that the owner, crew members and passengers will rely on me and other passengers to be socially responsible in our behavior toward fellow passengers and crew. I agree to comply with crew instructions while underway and acknowledge the captain reserves the right to remove, revoke on-board privileges, or ban from future trips any passenger habitually disregarding these measures or defying crew directives.

\_\_\_\_\_ I ACKNOWLEDGE that the captain may pursue various responses if a passenger develops symptoms of Covid-19 (or other potentially contagious illness), including isolation or removal of symptomatic passengers, physical separation of other passengers or early termination and return to port. The captain and owner will review whether to issue any discretionary full or partial refund in the event of a disruption of the trip, and I acknowledge and agree that I have no right to a refund in such circumstances, except as issued in the unilateral discretion of the owner.

\_\_\_\_\_ I ACKNOWLEDGE and accept the possibility that the crew members and passengers aboard a trip in which one or more persons develop respiratory illness symptoms could be requested to self-isolate and/or be placed into quarantine by health or governmental officials.

By initialing above, I have agreed to and consented to each of the foregoing clauses and the terms and conditions contained within them. I accept the inherent risks and, as a condition of taking, this trip, for myself and my heirs and assigns, I waive, relinquish and release the owner, Spectre, captain and crew members and other persons acting for or on their behalf (collectively, "RELEASED PARTIES") from and against all claims, liabilities and damages arising from, related to or connected with my participation in this trip, including without limitation exposure to Covid-19 or other infectious disease, any inaccuracy in the representations or promises of other passengers, and any impact of the implementation of the policies, procedures and practices adopted by RELEASED PARTIES in response to Covid-19. This waiver and release applies to all acts, conduct, omissions, and failures to act by RELEASED PARTIES whether sounding in contract or tort, and whether based on claims of negligence, gross negligence, or recklessness, and includes a waiver of entitlement to seek exemplary or punitive damages for any alleged intentional injury.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

Signature of parent or legal guardian if diver is a  
minor: \_\_\_\_\_ Date: \_\_\_\_\_.