

Wildlife Encounters on Monterey Bay

Please read carefully and fill in all blanks before signing.

Liability Release and Assumption of Risk Agreement

I, _____, hereby affirm I am voluntarily engaging in the recreational activities planned for my Wildlife Encounters on Monterey Bay by Ocean Safaris, LLC which activities may include, but are not limited to, scuba diving, snorkeling, boating, swimming and exploring. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkeling, boating and other activities in which I choose to participate.

I understand and agree that neither James Moskito, nor Ocean Safaris, LLC dba Safari Monterey nor its affiliate or subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties,") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION: I

understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party or to Safari Monterey as a result of this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liabilities.

PUBLICITY RELEASE: I hereby release Safari Monterey use any photos taken during this tour or expedition for use in promotional materials. I understand that such photos are the exclusive property of Safari Monterey.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

_____ Participant Signature

_____ Signature of Parent or Guardian (where applicable)

_____ Date