

Liability Release and Assumption of Risk Agreement

I, diver name, hereby affirm I am voluntarily engaging in the recreational activities, which may include, but are not limited to, scuba diving, snorkeling, boating and _____.

If I engage in scuba diving, I affirm that I am a certified scuba diver or a student diver under the supervision of a dive instructor and I am aware that skin diving and scuba diving (hereinafter "Diving") have inherent risks which may result in serious injury or death. I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the Diving activities will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber. I still choose to proceed with these activities in spite of the absence of a recompression chamber in proximity to the dive site(s).

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold Punta Sur Divers SA de CV., or the dive professional(s) who may be present at the dive site, or the hotel in which the dive center operates or PADI Americas, Inc., or its affiliate and subsidiary corporations, or any of their respective employees, officers, agents, contractors and assigns (hereinafter "Released Parties") responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s). I affirm it is my responsibility to inspect all of the equipment prior to the Diving and acknowledge it is in good working condition. I acknowledge that I should not dive if my equipment (own or rented) is not functioning properly. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly. I agree to reimburse the Dive Center for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment.

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 thoroughly understand the hazards occurring during travel to the place of the activities either on land or the sea or during boat travel to and from the dive site, which may include, but are not limited to slipping or falling on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat and other perils of the sea all of which can result in serious injury or death.

I understand and agree that Released Parties may not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur during Diving activities, snorkeling, boating activities or any other activities I am engaging in or as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active. I affirm I am in good mental and physical fitness for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated to the activities I am engaging in. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that Diving is a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. The parent or guardian hereby confirms they have the legal right to bind the minor(s) to this Agreement. 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 and 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 that 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.

For everything related to interpretation, fulfillment and implementation of this agreement, the Spanish version will prevail and the parties submit to the applicable law and jurisdiction of the competent courts of Quintana Roo, Mexico, expressly renouncing to any forum, court, privilege or action that they might be entitled to, in regard to their current or future address or nationality.

I acknowledge and agree that in the moment I am signing this document, its content becomes property of Punta Sur Divers SA de CV. and that I can ask for a copy in this very moment, otherwise I agree that in case that in the future I require a copy, I shall ask it through the correspondent legal means.

I, diver name, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)