



OCEAN PROJECT MAUI, LLC

COMPLETE LIABILITY RELEASE

I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SNORKELING AND ANY OCEAN ACTIVITY, including but not limited to, equipment failure, perils of the sea, acts of other participants, and adverse sea and weather conditions, negligence including gross negligence, and I HEREBY ASSUME SUCH RISKS IN ITS ENTIRETY.

I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY, AND I AGREE TO DO SO.

I understand it is SOLELY MY RESPONSIBILITY to check and confirm that all SNORKEL GEAR provided for my snorkeling and ocean project activities is in good working order, and free from defects or deficits. I will not hold OCEAN PROJECT MAUI, LLC or their employees, agents or other associated personnel responsible if I am injured and/or if death occurs as a result of faulty, worn, damaged, or negligence, including gross negligence of all snorkeling and ocean activity equipment.

I assert that I am physically fit to snorkel and all activities associated with such. I will not hold Ocean Project Maui, LLC or their employees, agents or other associated personnel responsible if I am injured and/ or if death occurs as a result of ANY problems (medical, accidental or otherwise) which occur while snorkeling or as a result from otherwise participating in the entire Ocean Project. I assert that if I take ANY MEDICATION intermittently or continuously that I have consulted with my own doctor or medical professional to ensure it does NOT or will NOT effect or interfere with snorkeling and/or any part of the Ocean Project.

I fully understand that OCEAN PROJECT MAUI, LLC has limited to no medical capabilities and that in the event of illness, injury, or death the appropriate care must be summoned by phone or radio and treatment will be delayed until trained medical personnel arrive and I can be transported to a proper medical facility. I understand that the ONLY MAUI HOSPITAL is located in central Maui and this location may further delay care or services and I agree in advance to ALL of these conditions.

OCEAN PROJECT MAUI, LLC and any/all personnel have made no representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold Ocean Project Maui, LLC or their crew, other participants responsible for their actions in attempting the performance or rescue of first aid.

I agree to now and forever discharge and release OCEAN PROJECT MAUI, LLC, its employees and agents, and affiliates, from any and all responsibility or liability for any and all injuries, damages, and/or death. I agree NOT to make a claim against or sue any of the above parties for injuries, damages, and/or death whether they arise or result from any NEGLIGENCE or other liability, EVEN IN CASES OF GROSS NEGLIGENCE. I further specifically agree, on behalf of myself, my heirs and assigns, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any snorkeling and/or ocean project activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Date of signature (this release is not intended to expire): _____

Local Accommodations: _____

Signature: _____ Print name: _____

Children's names: _____

(Legal Guardian or Parent): _____

Address: _____

Phone: _____