

RELEASE OF LIABILITY & ASSUMPTION OF RISK FOR TRIP CHANNEL ISLANDS - 4 DAY OPENER

This Document Affects Substantial Legal Rights, Including Your Right to Sue

I certify that the statements made by me in the DOLPHIN SWIM SCHOOL, INC Application concerning my personal information are correct and truthful in all respects. I understand and agree that DOLPHIN SWIM SCHOOL, INC accepts no responsibility whatsoever for determining my physical fitness to engage in any and all physical activities in which I may participate in connection with the prepaid trip described. I acknowledge and agree that it is my responsibility to determine if I may need a thorough medical examination or consultation with my personal physician to determine my physical fitness for this trip.

I further certify that I fully understand the risks inherent in all activities and travel related to this program and I expressly assume all risks involved in such activities and travel.

I expressly understand and agree that:

1. DOLPHIN SWIM SCHOOL, INC, (aka Dolphin Scuba Center) and its Parent Company (Recreational Sporting Goods International, Incorporated) Sister Company (DolphinScuba.com, Inc.) the Owner, the Trip Leader, and their officers, directors, shareholders, agents, employees, and affiliated companies (hereinafter collectively referred to as RELEASED PARTIES), assume no responsibility or liability for service, transportation or equipment made available by any airline, travel or booking agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of such entity. I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident, injury or sickness that may arise or result, directly or indirectly, from activities in which I engage on the prepaid trip described.
2. In case of a medical emergency, I authorize the Trip Leader to administer first aid or get proper medical attention if necessary. I understand that the nearest medical/operational recompression chamber may be many hours away and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and medical treatment should it be deemed necessary by myself, the Trip Leader or medical professionals.
3. I understand and agree that RELEASED PARTIES reserve the right to deny my reservation for any reason whatsoever. I further agree that, in consideration of being allowed to participate in the program for which I have applied and the activities that may be available in connection with that program, I hereby waive, release, and absolve the RELEASED PARTIES of and from any and all liability and responsibility for personal injury, property loss (including electronics, computers, SCUBA and photographic and or video equipment), death, and any and all other damages that I may sustain in conjunction with or arising out of my participation in the program for which I have paid and the activities made available in connection therewith, whether such injuries, losses or damages result from negligence, products liability, strict liability, seaworthiness of the Vessel, or fault of any of the RELEASED PARTIES. I further agreed to defend, indemnify, and hold harmless the RELEASED PARTIES from any claim or lawsuit by me or anyone purporting to act on my behalf for any such personal injury, property loss, death or other damages.
4. I further agree that any claim brought by me or my successors against any party or persons whatsoever, arising in any matter out of or relating in any manner to this trip or any contract formed hereby or hereafter on the basis of payment for said trip, or any contract or circumstance arising from or related to any use by applicant of any vessel, facility or employee hired by DOLPHIN and the RELEASED PARTIES, must be adjudicated solely within the court of jurisdiction of DOLPHIN SWIM SCHOOL, INC, and not in any other place, tribunal or court, including, but not limited to, the applicants place of residence as stated herein, and must be brought within one (1) year from the date of the incident giving rise to claim.
5. I further understand and agree that the full payment of the trip is due 120 days prior to departure of trip. I understand and agree that my deposit as well as payments towards the balance of the trip are nonrefundable, and I am liable for the entire price of the trip. I understand and agree that I am only released from my liability of payment if, and only if, the trip runs full, and my spot on the trip is taken by another individual. At this point, my financial liability transfers to the second individual.

GUEST CONDUCT

I fully understand that it is my responsibility to conduct myself with reasonableness and follow all of the rules and regulations set forth by DOLPHIN SWIM SCHOOL, INC and the Trip Leader. I acknowledge and agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in any way, endanger the other guests, the vessel, crew or facility or employee hired by RELEASED PARTIES, the Trip Leader or DOLPHIN SWIM SCHOOL, INC has the right to refuse service to me or remove me from the Vessel at their sole discretion, without any reimbursement or refund of all expenses involved in the trip.

I fully understand that the remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment or cancellation of program activities. In the event of equipment failure of the Vessel, seizure, arrest or restriction of movement 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 RELEASED PARTIES insufficient to permit a charter, RELEASED PARTIES reserve the right to cancel the charter and to refund all deposits.

There is no entitlement to any refund, price reduction or other compensation for changes to the program itinerary, equipment substitutions, activity cancellations or delays, which are governed by regulations of the local authorities / governments or by decisions of the Trip Leader due to natural disasters, weather conditions, diving accidents, medical emergencies or other force majeure.

RELEASED PARTIES are not responsible and has no liability for guest or RELEASED PARTIES cancellations arising from wars, riots, acts of terrorism, civil unrest or other related incidents.

I further understand and agree that due to the unavailability of certain foods and other edibles and the constrained galley and cooking area, that any special dietary request or food allergies may not be able to be complied with and that RELEASED PARTIES are not responsible for, and have no liability for, not complying with my diet requests.

I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

I have read the terms and conditions set forth above in their entirety and I understand them and accept them unconditionally. I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES may from time to time deem desirable or needful or prescribe during the course of the program.

I further represent and agree:

1. That I am of legal age and am competent to sign this Waiver and Release Agreement or, if not, that my parent or legal guardian shall sign on my behalf or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver and Release Agreement.
2. That I will inspect any equipment used prior to engaging in the Activities and that I will promptly and before starting any activities, notify the RELEASED PARTIES if any of the equipment is not working properly. I will not hold the RELEASED PARTIES responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify RELEASED PARTIES of any equipment that is not working properly prior to engaging in the activities. I do not expect my equipment to be inspected by anyone else.
3. If I do obtain any equipment for any program activity from any of the RELEASED PARTIES, I accept the equipment AS IS. RELEASED PARTIES accept no responsibility for any defect in any of the equipment of RELEASED PARTIES and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I further agree to return any equipment so obtained in good order and operating condition and shall be financially liable for any damage or loss there from.
4. That, in executing this Release of Liability & Assumption of Risk Agreement, I affirm that I am not relying upon any oral or written representations or statements made by the RELEASED PARTIES, or others, except as what is set forth in this document. I also understand that voiding, deleting, erasing, striking or by any other means altering any part of this document is prohibited and does not discharge or release me of that or any other part of this waiver and release.

I acknowledge that I have been advised to purchase comprehensive accident, medical, baggage, equipment and trip cancellation/interruption insurance that is appropriate for the program chosen and remote environment I am visiting. I understand that this insurance may protect me from financial disappointment as compensation from RELEASED PARTIES is limited in the event unforeseen circumstances described above prevent or interrupt the program I have reserved.

Delivery of an executed signature page to this Agreement by fax, e-mail, or online form shall be effective as delivery of a manually executed signature of this Agreement.

Undersigned acknowledges receipt of a copy of this contract.

A handwritten signature consisting of a single, fluid, curved line that starts on the left, rises to a peak, and then descends to the right, ending in a small hook.

red 02/21/2020