



M.Y. BERMUDA IV

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RELEASE OF LIABILITY & RESPONSIBILITY AGREEMENT

Name _____

_____/_____/_____
Departure Date

I certify that the statements made by me in the M.Y. Bermuda IV Application set forth above concerning my personal information, diving experience, and medical information are correct and truthful in all respects. I understand and agree that M.Y. Bermuda IV accepts no responsibility whatsoever for determining my physical fitness to engage in snorkeling, scuba diving, or any other physical activities in which I may participate in connection with the trip for which I have applied. I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

I further certify that I have informed myself of and fully understand the risks inherent in snorkeling, scuba diving and other open water activities, and travel to and from dive sites and I expressly assume all risks involved in such activities.

I expressly understand and agreed that M.Y. Bermuda IV, the Vessel, the Vessel Owners, charterers and operators of the vessel, 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 or injury that may arise or result, directly or indirectly, from activities in which I engage on the trip for which I have applied.

I understand and agreed that M.Y. Bermuda IV reserves the right to deny my application for any reason whatsoever. I further agree that, in consideration of being allowed to participate in the trip for which I have applied and the activities that may be available in connection with that trip, I hereby waive, release, and absolve the Released Parties of and from any all liability and responsibility for personal injury, property loss, death, and any and all other damages that I may sustain in connection of or arising out of my participation in the trip for which I have applied and the activities made available in connection therewith, whether such injuries, losses or damages result from negligence, products liability, strict liability, unseaworthiness 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.

I fully understand that it is my responsibility to conduct myself within reasonableness and follow all of the rules and regulations set forth by the captain and crew. I acknowledge and agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in anyway, endangers the vessel, passengers or divers, the vessel captain has the right to refuse service to me.

I further understand that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, and minor inconvenience or modification to the diving portions of the program itinerary, and M.Y. Bermuda IV, reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and to substitute comparable facilities and equipment. In the event of equipment failure of the Vessel, seizure or arrest 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 M.Y. Bermuda IV insufficient to permit a charter, M.Y. Bermuda IV reserves the right to cancel the charter and to refund all deposits. No refunds can be made for cancelled diving arrangements due to adverse weather or for substitution of facilities and/or equipment or for minor inconvenience once a trip begins. M.Y. Bermuda IV is not responsible and has no liability for cancellations arising from wars, riots, or other incidents.

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 make from time to time. 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.

JURISDICTION AND APPLICABLE LAW: All claims against M.Y. Bermuda IV arising under, in connection with, or incident to this agreement shall be determined according to the laws of Bermuda and shall be adjudicated in the courts of Bermuda to the exclusion of the courts of any other state or county. Undersigned also acknowledges receipt of a copy of this contract.

Applicant: _____
Printed name Signature Date

Parent/Guardian: _____
Printed name Signature Date