

FISHEYEPROJECT EXPEDITION

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Please read carefully. If any questions arise, ask your instructor/leader before signing. Fill in and INITIAL each paragraph before signing at the bottom.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of participating in the expedition including technical and recreational scuba diving activities.

_____ Further, I understand that diving with compressed air, oxygen enriched air (Nitrox), oxygen, or trimix involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotraumas /hyper baric injuries can occur that require treatment in a recompression chamber. I further understand that the open water diving trips, which are necessary for training and certification, may 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 such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither my instructor/leader(s) _____, the facility through which I received my instruction, _____, nor Fish Eye Pte Ltd, nor any of their respective employees, officers, agents or assigns,(hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death, or other damages to my family, heirs, or assigns that may occur as a result of my participation in this diving class or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to enroll in this course, I hereby assume all risks in connection with said course, for any harm, injury or damage that may befall me while I am enrolled as a student of this course, including all risks connected herewith, whether foreseen or unforeseen.

_____ I further save and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrolment and participation in this course including both claims arising during the course or after I receive my certification.

_____ I also understand that technical diving activities are physically strenuous and that I will be exerting myself during this diving course, and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc., that I expressly assume the risk of the said injuries and that I will not hold the above listed individuals or companies 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.

_____ I further state that I am already qualified and certified scuba diver from the following training agencies: _____, and that I hold training to the level of _____. I am aware of the required certification level and/or experience necessary and recommended to enroll in this diving course and I meet those requirements for prior certification or equivalent experience. I have been a certified diver since _____ and I have been diving for years for a total of _____ dives to a maximum depth of _____ ft.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document on my own free act.

_____ I also understand I am to furnish my own equipment and I am responsible for its good operating condition regardless of where I obtained it.

_____ Finally I understand that these activities may place me deeper than that I am able to safely execute a free (without breathing gas) ascent from.
It is the intention of (participant's name) _____, by this instrument to exempt and release my leaders, instructor/leader(s), _____, other related entities (dive charter, pool facility etc.), _____, the facility, _____, through which I received my instruction and Fish Eye Pte Ltd and all other related entities as defined above, 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 of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of my heirs and myself.

Signature of Participant Signature of Witness Date

PRE-PARTICIPATION CONFIRMATION (Complete prior to any expedition activities.)

I have reviewed this document on the date indicated and agree to be bound by it.

Signature of Participant Signature of Witness Date