

SPREE EXPEDITIONS, INC.

General Liability Release And Express Assumption of Risk

Please read carefully, fill in all blanks and initial each paragraph before signing at bottom

I, _____, (passenger/diver) hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand that both scuba diving and the transportation to and from scuba diving sites are inherently dangerous activities. I understand, acknowledge and assume all hazards of scuba diving including those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board or while entering or exiting the boat, being cut or struck by a boat while in the or out of the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and that I expressly, knowingly and willingly assume these and all other risks of injury or other damage associated with or involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class, and from my use of all equipment, machinery, air, food provided in connection with such activities. I fully understand and am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

Initials

I understand and agree that neither **Spree Expeditions, Inc.**, the crew or owner of the vessel, nor **M/V Spree**, the vessel, nor its affiliate or subsidiary corporations, nor any of the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip, including but not limited to the hazards described above and my use of all equipment, machinery, air, food provided in connection with this dive trip, which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or personal representatives, **REGARDLESS OF WHETHER SUCH DAMAGE OR INJURY OCCURS AS A RESULT OF THE NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

Initials

Accordingly, in consideration of the agreement of Spree Expeditions, Inc. to permit me to participate in the scuba diving activities offered and as an express precondition to such participation, I on behalf of myself, my heirs and/or personal representatives and their successors and assigns DO HEREBY WAIVE, EXEMPT, RELEASE AND HOLD HARMLESS ALL THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY AND RESPONSIBILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO. I HEREBY ASSUME ALL RISK IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO.

Initials

SO THAT IT IS PERFECTLY CLEAR TO ANY COURT, ATTORNEY OR OTHER INDIVIDUAL OR ENTITY REVIEWING THIS DOCUMENT, I SPECIFICALLY UNDERSTAND AND INTEND THAT THIS RELEASE WILL FULLY RELEASE THE RELEASED PARTIES FOR ANYTHING WHICH MAY TRANSPIRE AT ANY TIME DURING MY TRIP, FROM INCEPTION OF THE TRIP UNTIL IT IS OVER AND I HAVE DISEMBARKED FOR THE LAST TIME.

Initials

I REPRESENT AND CONFIRM THAT I HAVE READ THE FOREGOING PARAGRAPHS, THAT I FULLY UNDERSTAND AND KNOWINGLY ASSUME THE DANGERS OF ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AND THAT I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT. I UNDERSTAND AND AGREE, AND I SPECIFICALLY INTEND, THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME OR ANYONE ACTING ON MY BEHALF FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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I FURTHER AGREE for myself and my heirs and/or personal representatives that should I or any party acting on my behalf assert any claim in contravention to this agreement, I or such party shall be liable for all expenses, including legal fees and the fees of expert witnesses, incurred by the party or parties in defending, unless such party or parties are adjudged finally liable on such claim for willful and wanton negligence.

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I agree that the terms herein shall be governed by the laws of the United States and the laws of the State of Florida, and that all disputes hereunder shall be resolved in the applicable state or federal courts of Key West, Monroe County, Florida.

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I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. Further, 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, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

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I further state and specifically represent that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian.

Initials

PRINTED NAME: _____

Participant's Signature

Date

Witness Signature

Date

Signature of Parent or Guardian (Where Applicable)

Date

Diving Rules

Below is a list of the diving rules. Please read and initial after each statement, acknowledging that you have read and understand the diving rules and agree to be bound by them. There will be no refund, full or partial, for loss of dives due to a diving rule violation.

Depth limits: Table divers: 130 fsw/39 msw for the first dive of the day only, with a maximum allowable depth of 100 fsw/30 msw for each subsequent dive. **Computer divers:** 130 fsw/39 msw per dive. **Rebreather divers:** 140 fsw/42 msw per dive. Anyone violating the depth limits will be required to sit out the next dive. After then, the diver's return to diving is at the sole discretion of the Captain.

Initials

Computer/Dive Table violations: All dives will be planned and executed within the no decompression limits of the divers' computer or tables. Any diver found in decompression violation of either their computer or dive tables will need to follow the omitted decompression steps of their computer or tables. This usually involves a 12 or 24 hour extended surface interval. The only exception is in the case of a diver wearing 2 computers, and the more conservative one is in DECO, or the obvious failure of a computer, in which case the diver must switch to tables for the following 24 hours. Failure to turn on a computer prior to entering the water is not considered failure of the computer. In this case, divers will be required to switch to dive tables for the following 24 hours. The boat divemasters are required to visually inspect each diver's computer or depth gauge at the time the diver returns to the boat and obtain the diver's profile for the dive.

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Out of air: We feel that running out of air is a failure completely within the control of the diver. Barring equipment failure, any diver in an out of air situation in their primary cylinder will be required to sit out the next dive. After then, the diver's return to diving is at the sole discretion of the Captain. Out of air is defined as the diver not being able to take an effective breath on their regulator while standing on the dive platform.

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Buddy diving: Every diver must dive with a buddy, maintaining contact throughout the dive. They must enter the water together and return to the boat together with similar dive profiles. Buddy separation is cause for a review of the proper attention to safe diving practices. Solo diving is only allowed by properly equipped and certified solo divers.

Initials

Dive Window: All divers must be in the water within 20 minutes of the opening of the dive window.

Initials

Name	Birth Date	Cell Phone
Address		Other Phone
City, State, Zip	E-mail	
Emergency Contact Name	Relationship	Emergency Contact Phone
Certifying Agency	Certification Level	Number Dives in last 12 months?
Dan Insurance/Dive Assure #	Dived salt water before?	First trip with us?
List medical training		Bunk Number