

Gulf Diving, LLC/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, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities and participation in this dive trip as a diver.

_____ I understand that diving with compressed air, oxygen enriched air (Nitrox), and trimix supplied by standard open circuit scuba or with semi-closed circuit or closed circuit rebreathers involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia, hypercapnia, marine life injuries or other barotrauma or hyperbaric injuries. Such injuries can occur that require treatment in a recompression chamber or medical facility. I further understand that dive activities can be at remote sites, and isolated by time and distance, from such a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither the captain and crew of the M/V Spree, nor the vessel itself, nor any of the respective owners, employees, officers, agents or assigns of Gulf Diving, LLC and Spree Expeditions, Inc., (Released Parties) may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this diving activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in this activity I hereby personally assume all risks in connection with this trip, for any harm, injury, or damage that may befall me while I am a diving participant including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless the Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and diving activities including claims arising during this activity even if such claims may be groundless, false, or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during this diving trip and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc., and that I expressly assume the risk of the injuries and that I will not hold the Responsible Parties responsible for the same, and I agree to defend, indemnify, and hold harmless the Released Parties for any such injuries incurred by me.

_____ I understand that these activities may place me deeper than I am able to safely execute a free ascent (without breathing gas) from.

_____ I understand that I may be required to furnish some or all of my own equipment and that I am responsible for its operating condition and maintenance.

_____ I understand that I may be supplied with certain items of scuba equipment and that I am responsible for reviewing its proper function and operating condition prior to using it.

_____ I further state that I am of lawful age and legally competent to sign this liability release.

_____ I further state that I am already a qualified and certified scuba diver and that I hold training to the level as listed below. I am aware of the required certification level and/or experience necessary and recommended to participate in this diving activity and I stipulate that I meet those requirements for prior certification or equivalent experience:

Certifying Agency _____

Certification # _____

Level Of Certification: _____

Number of Dives Total

in the past 12 months 2 or less 3-5 6-10 fill in _____

in diving career fill in _____

Number of Decompression Dives (please circle)

in the past 12 months 2 or less 3-5 6-10 11 or more

in diving career 2 or less 3-5 6-10 11 or more

Number of Hours on Rebreather Systems if Applicable

in the past 12 months 2 or less 3-5 6-10 Fill in _____

in diving career Fill in _____

_____ I further state that I do not have any medical history, condition, physical or mental impairment that would make diving, deep diving, decompression diving, or other underwater activities dangerous or expose me or others to additional risk.

_____ I agree that the terms herein shall be governed by the laws of the United States and the laws of the State of Texas, and that all disputes hereunder shall be resolved in the applicable state or federal courts of Houston, Harris County, Texas.

_____ 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.

_____ IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE CAPTAIN AND CREW OF THE M/V SPREE, THE VESSEL ITSELF, THE RESPECTIVE OWNERS, EMPLOYEES, OFFICERS, AGENTS OR ASSIGNS OF GULF DIVING, LLC AND SPREE EXPEDITIONS, INC. AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, 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 SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Name: _____ Date: _____

Signature: _____ Witness: _____

Participant Information

Name: _____

Age: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

Telephone Number: _____

Emergency Contact Person: _____

Relationship: _____

Emergency Contact Numbers: _____

DAN Insurance # _____