

**BOAT TRAVEL, SNORKELING, SCUBA DIVING, AND RELATED ACTIVITIES
VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK**

Please read carefully before signing

I 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 the 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, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this Release and Indemnity Agreement ("Release"), I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class. If participating in snorkeling, I understand that certain of the foregoing risks also apply and I fully accept all risks whether listed above or not.

In consideration of my voluntary participation in the selected activities, I agree to forever discharge and release JJ VESSEL LEASING INC. DBA CRISTAL CLEAR CHARTERS, its subsidiaries or affiliate entities (the "Operator"), OCEAN REEF CLUB, INC., and its subsidiaries, or affiliate entities ("ORC") and their respective officers, directors, owners, shareholders, members, volunteers, employees and agents, the boats, the owners of the boats and their employees and agents, (hereinafter "Released Parties") from any and all responsibility or liability for any occurrence which may result in personal or bodily injury, property damage, wrongful death, or other damage to me or my family, heirs, or assigns, that may occur as a result of my participation in boat trip(s), snorkeling, scuba dive(s), and / or related activities or as a result of PRODUCT OR STRICT LIABILITY OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE), INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS.

In consideration of my voluntary participation in the selective activities, I hereby agree to indemnify, defend, protect, save and hold the Released Parties harmless from any and all liability for personal or bodily injury, property damage, or wrongful death caused by PRODUCT OR STRICT LIABILITY OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE), INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS. The indemnity so given includes, but is not limited to, all damages, claims, demands, fines, and attorney fees at all levels of negotiation or proceedings.

I represent I am physically and mentally fit to participate in the above activities. I further represent that I am of lawful age and legally competent to sign this Release, or that I have obtained the written consent of my parent or guardian as stated below in which case all waivers, releases, and indemnification given by me herein are given as well by my parent or guardian.

LIABILITY DISCLAIMER: The undersigned acknowledges and recognizes that ORC DOES NOT directly or indirectly own the Operator or any of its subsidiaries or affiliate entities or control the activities offered by the Operator and that ORC DOES NOT supervise the activities or instructional conduct incidental thereto. The undersigned acknowledges and agrees that the undersigned was never informed that ORC, or its officers, directors, owners, shareholders, members, volunteers, employees, or agents owed any duty tot the undersigned to supervise the activities or control the manner in which the activities are conducted. The undersigned agrees to follow any and all instructions, if any, of the Operator in regard to the selected activities.

If any provision, section, or subsection, clause or phrase of this Release is found to be unenforceable or invalid, that portion shall be severed from this Release. The remainder of this Release will then be construed as though the unenforceable portion had never been contained in this Release.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, AND THAT I FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE BOAT TRIP(S), SNORKELING, SCUBA DIVE(S), AND RELATED ACTIVITIES. I AM FULLY AWARE OF THE LEGAL

(Over)

CONSEQUENCES OF SIGNING THIS RELEASE, AND I UNDERSTAND AND AGREE THAT THIS RELEASE IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE RELESED PARTIES AND/OR OTHER INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL OR BODILY INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT OR STRICT LIABILITY OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE), INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS.

I have read this Release, understand it and agree to be bound by it, from the date of my signature, forever into the future.

_____	_____	_____
Printed Name	Participant's Signature	Date (Mo/Day/Year)
_____	_____	_____
Address	City/State	Zip
(____)_____-_____	_____	(____)_____-_____
Phone	In case of emergency/Contact Name	Contact Phone
_____	_____	
Certification Agency	Certification Number (Diver Number)	
Current Email Address _____		

PARENTAL CONSENT
(If participant is under the age of 18).

AND I, the minor's parent and/or legal guardian, understand the nature of the selected activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY, DEFEND, PROTECT, SAVE, AND HOLD HARMLESS each of the Released Parties from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by PRODUCT OR STRICT LIABILITY OR THE NEGLIGENCE (OF ANY SPECIES OR DEGREE), INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS, and further agree that if, despite this Release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Released Parties, I WILL INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS each of the Released Parties from any and all litigation expenses, attorney fees, losses, liabilities, damages, or costs that may be incurred as a result of any such claim(s).

_____	_____
Signature of Parent or Guardian	Date
(Activity) SNORKEL_____ DIVE_____ DISCOVER SCUBA_____ PASSENGER ONLY_____	

DATE OF LAST DIVE _____ **CERT. LEVEL:** JR-OW JR-AOW OW ADW DM AOWSI OWSI MSDT
 RENTAL GEAR BCD REG MFS N/S

If this is your first time with CRISTAL CLEAR CHARTERS, how did you hear of us?

Friend ___ Buccaneer Island ___ Concierge ___ Other _____