

DATE ___ / ___ / ___

Discover Snorkeling, Skin Diving & Scuba Diving

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

Name _____

Email Address _____

Mailing Address _____

City _____ State/Province _____

Country _____ Pos Code _____

Home Phone (_____) _____ Work Phone (_____) _____

Birth Date _____ Age _____

I, (Participant Name) _____ hereby affirm that I am aware that skin diving, snorkelling & scuba diving has inherent risks which may result in serious injury or death. I understand and agree that the facility through which this program is offered, **Bayplay Dive Resort**, Bayplay & Beyond Pty Ltd, the guide/s and/or instructors on my tour/trip/course, nor International PADI, Inc. nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors 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 me, my family, estate, heirs or assigns that may occur as a result of my participation in this program 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 program, I hereby personally assume all risks of this program whether foreseen or unforeseen, that may befall me while I am participating in this program. I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program. I understand that snorkeling, skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I understand that past or present medical conditions may be contraindicative to my participation in the program. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, nor a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. 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 understand the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties. Please note that any photography taken by Bayplay Adventure Lodge guides, staff or agents may be used for promotional material.

I, (Participant Name) _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY Tour Leader(s)/GUIDE(S), _____, THE FACILITY THROUGH WHICH I RECEIVE MY Tour/instruction, **Bayplay Dive Resort, Bayplay & Beyond Pty Ltd**, AND INTERNATIONAL PADI, INC., AND ALL 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 AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

A-4 Appendix PRODUCT NO. 10089 (Rev. 5/04) Version 4.1 – **OVER** – © International PADI, Inc. 2004
Please print legibly.

Participant Signature _____ Date (Day/Month/Year) _____

Signature of Parent of Guardian (where applicable) _____ Date (Day/Month/Year) _____