



LIABILITY WAIVER - RELEASE AND INDEMNIFICATION AGREEMENT

Palau Sea Ventures, Inc. dba Sam's Tours is a licensed business that includes Planet Blue Sea Kayak Tours, Sail-Dive Charters, Ocean Wonders Productions, Sam's Marina, Sam's Logo Pro Shop, and Bottom Time Bar & Grill.

I, _____, the undersigned, hereby certify that I hold an internationally recognized scuba diving certification card issued by the _____ training agency, that I am aware of the inherent hazards of skin diving and scuba diving, and that I am qualified by the above named training agency to dive using scuba. I am familiar with standard, safe diving practices, including that the use of some prescription drugs, illegal drugs or alcohol is a contraindication to safe diving, and I understand that specific dive planning, dive safety parameters, checking of equipment, and my actual dive operations and profile are my sole and total responsibility. I further understand that as a trained and certified diver, I am at all times responsible for my own personal safety while diving, including assembly, preparation, pre-dive testing and proper use of all diving equipment whether personally owned or rented from Palau Sea Ventures, Inc. dba Sam's Dive Tours. I understand that I am responsible for monitoring my own air-supply, monitoring my own diving depth and ascending slowly to the surface in accordance with standard safe diving practices. I agree to observe standard safe diving practices at all times and to dive only within the limits of my training, certification, experience and personal comfort levels.

I understand that I am under no obligation whatsoever at any time to participate in any particular dive and will dive only of my own free will and in accordance with my training, certification, experience and or personal comfort levels.

I further understand that dive site information provided by Palau Sea Ventures, Inc. dba Sam's Tours personnel M o # @ contracted affiliates is informational only, and is based upon what the ordinary, prudent, safe diver would recommend. I understand and warrant that I am physically fit to engage in ocean scuba or skin diving, which are physically strenuous activities and that I may be exerting myself while on this diving trip or tour. I further understand that scuba diving involves certain risks including decompression sickness, embolism, or other hyperbaric injuries that may require treatment in a recompression chamber. I fully understand that a dive or tour boat is limited in its rescue and emergency medical response capabilities, and that the Palau dive site may be in a remote location distant from any medical or recompression facility. As a result, in the event of illness or diving injury, rescue and/or appropriate medical assistance may be significantly delayed and I could sustain further serious injury, including death, from this delay. Knowing the aforementioned, I am prepared to assume such risks.

In further consideration of participating in a Palau Sea Ventures, Inc. dba Sam's Tours DIVE TOUR, KAYAK TOUR, SAILING CHARTER, FISHING CHARTER, ROCK ISLAND TOUR or LAND TOUR or any other tours with Palau Sea Ventures Inc, I hereby unconditionally release Palau Sea Ventures, Inc. dba Sam's Tours, its agents, employees, officers and directors from any liability, personal injury and property damage resulting from scuba diving, skin diving, snorkeling, swimming, kayaking, fishing, hiking or other such touring activities while participating in and or on board any vessel or vehicle (including kayak) during conduct of such diving or tour operations with Palau Sea Ventures, Inc. dba Sam's Tours.

I do further agree to waive all claims against Palau Sea Ventures, Inc. dba Sam's Tours M o # @ agents, employees, officers and directors from any expenses, losses or damages incurred as a result of claims or demands hereafter made by me, my estate, heirs or assigns and further agree to institute no action or suit at law or in equity against Palau Sea Ventures, Inc. dba Sam's Tours, its agents, employees, officers and directors, or in any way aid in the institution or prosecution of any claims, demand, action or cause of action, for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss by injury either to my self, property (including scuba equipment, cameras, video or housing equipment), or both, whether known or unknown, past present, or future, arising out of any personal injury or property damage incurred by me while aboard any vessel or vehicle owned, leased, chartered, rented or in any way operated by Palau Sea Ventures, Inc. dba Sam's Tours, or while using said vessels or vehicles for any purpose related to Palau Sea Ventures, Inc. dba Sam's Tours.

I have read the foregoing document, understand it, and execute it on the date set forth below. I also understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

Print Name _____

Signature _____

Date _____

Please observe and abide by all posted environmental and safety guidelines while on our tours.

Guests are required to follow all safety instructions issued by Sam's Tours staff.

Those who fail to observe and or comply with safety instructions may be refused further service.