

# Kids Sea Camp Inc. and Family Dive Adventures

(a division of Kids Sea Camp Inc)

## WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT ("WAIVER AGREEMENT")

FOR COMPULSORY USE BY ALL PARTICIPANTS

### PLEASE READ THIS DOCUMENT CAREFULLY AND BE AWARE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

In consideration of permitting me to be a PARTICIPANT, outdoor enthusiast, hiker, trekker, cyclist, kayaker, swimmer, snorkeler, scuba diver, skin diver, free diver and/or to participate in any or all adventure travel land ACTIVITIES, as defined below, and conducted by Kids Sea Camp Inc., and/or their principals, directors, officers, employees, agents, affiliates, subsidiaries, parents, facilities, (hereinafter, the "RELEASEES"), for myself, \_\_\_\_\_ my personal representatives, heirs, administrators, executors, successors and next of kin. (Please write name here)

#### A. I acknowledge and agree:

1. That being a PARTICIPANT on an Kids Sea Camp or Family Dive Adventures trip, by air, land or sea, boat or vessel, an outdoor enthusiast, hiker, trekker, cyclist, kayaker, swimmer, snorkeler, scuba diver, skin diver, free diver and/or engaging as an outdoor enthusiast, hiker, trekker, cyclist, kayaker, swimmer, snorkeler, scuba diver, skin diver, free diver, camper, horseback rider, kayaker, rafter and/or jet skiing ACTIVITIES, dive boat use, equipment use and/or adventure travel land ACTIVITIES and/or any other water sports (hereinafter, the "ACTIVITIES"), are inherently potentially hazardous, risky and dangerous ACTIVITIES and involve the risk of property damage and/or serious injury and/or death.
2. The RELEASEES have the absolute right to refuse or remove a trip participant, at their own expense, without any refund for unused or missed services and/or any or all expenses resulting from the termination of the adventure tour. Such as, but not limited to; any person to be determined unable to participate in the ACTIVITIES, or any person who jeopardizes the safety and comfort of others on the tour, any person not complying at all times with the laws, customs, foreign exchange, drug regulations, all written and verbal laws of safety or otherwise presented to me by Kids Sea Camp and/or group leader and/or country visited.
3. The RELEASEES reserves the right to make itinerary, group leader, hotel or any other type of changes deemed necessary or required.
4. I am aware of the dangers of breath-holding while engaging in the ACTIVITIES and will not hold RELEASEES responsible for any and all such injuries as I may receive as a result of holding my breath. Even though I may follow all appropriate and safe practices associated with the ACTIVITIES, there is still a risk of my sustaining decompression sickness, embolism, hyperbaric injuries and/or other injuries, and I expressly assume the risk of any or all of said injuries. On this trip, open water dive trip or land tour, I will be at a remote location and there may be no immediate medical and/or hyperbaric care available to me, and I expressly assume the risk of engaging in the ACTIVITIES in such a remote location.
5. That any/or all such injuries received from any may be compounded or increased by negligent rescue operations, or procedures, of the RELEASEES, or others, and I agree that this Waiver Agreement extends to all acts of negligence by RELEASEES including, but not limited to negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws governing the Province or State or Country in which the ACTIVITIES are conducted.
6. That I understand I have given up substantial rights by signing this document. I am aware of its legal consequence, and have signed it freely and voluntarily, without any inducement, assurance, or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability, to the greatest extent allowed by law; and

#### B. I represent and agree:

7. That I am of legal age and am competent to sign this Waiver Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver Agreement.
8. That I will inspect all equipment utilized during this trip prior to engaging in any or all the ACTIVITIES. I will not hold RELEASEES responsible for any injuries received as a result of my failure to inspect the equipment utilized during this trip prior to engaging in any or all the ACTIVITIES.
9. That I have, and will furnish, my own equipment and be responsible for its good order and operating condition, regardless of where I obtain it. Prior to each activity, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do not expect or require my equipment to be inspected by anyone else.
10. If I do obtain any equipment from any of the RELEASEES, I accept the equipment

as is. RELEASEES accept no responsibility for any defect in any of the equipment of RELEASEES and do not warrant that It is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and operating condition and shall be financially liable for any breakage or deviations there from.

**11.** That, in executing this Waiver Agreement, I am not relying upon any oral or written representations or statements made by the RELEASEES, or others, except as what is set forth in this Waiver Agreement; and

**C. I assure and agree:**

**12.** That I am physically and mentally fit to engage in any or all ACTIVITIES. I am not under the influence of any drug, alcohol, or medications that are contraindicative of engaging in all ACTIVITIES.

**13.** That if I participate in scuba diving ACTIVITIES, I am a certified diver and I am cognizant of all of the inherent dangers, hazards and risks associated with the ACTIVITIES, and of all applicable basic safety rules; and

**D. I understand and agree:**

**(WAIVER AND RELEASE)**

**14.** I freely and voluntarily, forever, to release, discharge, waive and relinquish, in favor of the RELEASEES, any and all claims, demands or causes of action, negligent act, breach of contract and/or any third party default, whether matured or unmatured, foreseen or unforeseen, arising from, or in connection with the tour and any/or all of the ACTIVITIES, including, without limitation, those for or relating to accident, personal injury, loss, attacks by wild or domestic animals, epidemics or the threats thereof, illness, theft, property damage, lack of appropriate medical care or evacuation, acts of god, acts of government, acts of terrorism or the threat thereof, quarantine, war, force majeure and/or wrongful death occurring to me, arising out of, relating to, or as a result of my engaging in the ACTIVITIES, wherever and however such injuries, damages or death may occur and for whatever period of time the ACTIVITIES may continue, whether caused by negligence of RELEASEES or otherwise.

**15.** That, under no circumstances will I, or my estate, sue RELEASEES, and I agree that, under no circumstances, will I, or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, theft, property damage or wrongful death against RELEASEES, as a result of the RELEASEES' negligence or otherwise.

**(ASSUMPTION OF RISK)**

**16.** Expressly to assume, without any limitation, full responsibility for any and all dangers and risks of bodily injury, condition, ailment, sickness, heart attack, panic attack, hyperventilation, allergic reaction, animal attack or bite, animal, plant or chemical envenomization, wrongful death or property damage, now and forever, arising out of, or related to, or as a result of my participation in the ACTIVITIES, or any other related operations, whether foreseen or unforeseen, and whether caused by negligence of the RELEASEES, or otherwise.

**17.** I voluntarily accept any and all additional risks, and I am fully prepared to pay any and all expenses related to evacuation and/or recompression chamber treatment, should same be deemed necessary by myself and/or any of the RELEASEES, and should same be available.

**(INDEMNIFICATION)**

**18.** That, if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this Waiver Agreement shall then be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect.

**(WILDLIFE UNDERSTANDING)**

**19.** I fully understand that I will be placed in close proximity to wildlife large or small, above and/or below the water, in their natural habitat and this type of interaction may result in personal injury, illness, property damage or death. I fully understand the hazards and dangers incidental to engaging in this type of interaction and I hereby assume all such risks and dangers attendant to this type of interaction, including, without limitation, any negligence of release's. I agree to abide by all guidelines and wildlife etiquette presented to me by RELEASEES and/or group leader on this trip. I fully understand that by not abiding by the above mentioned guidelines I place myself in a position of relinquishing the right of continuing all ACTIVITIES associated with this tour.

**(PRESERVATION OF NATURE CLAUSE)**

**20.** To leave all land, surface and sub-surface sites of the ACTIVITIES undisturbed. I will not willfully damage, collect or remove any live animal, shellfish, fish, coral and/or items pertaining to shipwrecks, including fixtures, from their present environment or ecosystem, above and/or below the water. I shall bear full responsibility and financial liability for any violations of this provision.

**21.** That this Waiver Agreement shall be governed, interpreted, construed, enforced and determined according to the laws of the state of California, USA.

**22.** That, despite the foregoing prohibition against suing RELEASEES, if any lawsuits are filed against RELEASEES, such lawsuits shall be adjudicated only in the courts or tribunals of the state of California, USA, to the exclusion of any other courts or tribunals. In any such lawsuits, dismissals or judgments in favor of all, or any of, the RELEASEES shall entitle the RELEASEES to recover reasonable attorneys' fees, costs and disbursements from the Plaintiff(s) who brought such lawsuits.

**SIGNATURE SECTION**

I, \_\_\_\_\_, RESIDING AT \_\_\_\_\_, IN  
THE TOWN OF \_\_\_\_\_, STATE OF \_\_\_\_\_, ZIP CODE \_\_\_\_\_, SAY AS FOLLOWS:

- a. I KNOW THAT THIS THREE (3) PAGE DOCUMENT IS MUCH MORE THAN A RECEIPT. I KNOW IT IS A WAIVER AND RELEASE AGREEMENT. I KNOW I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS? Answer: YES \_\_\_\_ NO \_\_\_\_
- b. I HAVE READ THIS THREE (3) PAGE DOCUMENT FROM BEGINNING TO END? Answer: YES \_\_\_\_ NO \_\_\_\_
- c. I KNOW WHAT THIS THREE (3) PAGE DOCUMENT IS THAT I AM SIGNING? Answer: YES \_\_\_\_ NO \_\_\_\_
- d. WHAT IS THIS THREE (3) PAGE DOCUMENT WHICH YOU ARE SIGNING?

Answer: \_\_\_\_\_ (Write here "WAIVER AGREEMENT")

- e. DO YOU MAKE THE FOUR (4) "LETTERED" STATEMENTS OR ANSWERS TO THE QUESTIONS PRINTED ABOVE AND DO YOU INTEND THAT THE PARTIES WHOM YOU ARE RELEASING SHALL RELY UPON THE STATEMENTS AS THE TRUTH? Answer: YES \_\_\_\_ NO \_\_\_\_
- f. DO YOU UNDERSTAND THAT SIGNING THIS DOCUMENT SERVES TO RELEASE AND WAIVE SUBSTANTIAL RIGHTS OR CLAIMS YOU MAY OTHERWISE HAVE HAD FOR DAMAGES AND FORBIDS YOU TO SUE? Answer: YES \_\_\_\_ NO \_\_\_\_

THEREFORE, I AM SIGNING MY NAME TO THIS "RELEASE AND WAIVER AGREEMENT" SET FORTH BELOW,

SIGN HERE:

THIS FORM MUST BE WITNESSED

	WITNESSED BY:
THIS IS A RELEASE AND WAIVER	NAME:
DATE	ADDRESS:
	DATED:

email to [Kids@kidsseacamp.com](mailto:Kids@kidsseacamp.com), fax to 843-353-2537, Send by mail to Kids Sea Camp P.O. Box 291030 Columbia SC, 29229