



PARTICIPATION AGREEMENT AND LIABILITY RELEASE

Participant's Name		Age	
Hotel		Room Number	
Country of residence		Citizenship	
Email address		Activity	
Travel Agency/Tour Operator		Departure Date	

PARTICIPANT acknowledges and understands that the Activity that they are voluntarily participating in is hazardous and has inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another and include, but are not limited to those caused by terrain, temperature, weather, ocean conditions, strong currents, wildlife, marine life, physical and/or mental condition of the PARTICIPANT, vehicular and boat traffic, drowning, falling, tripping, actions of other individuals, including other participants, lack of hydration, heart attack, panic, hyperventilation and inherent risks and hazards of the recreational watersports. In the event of pregnancy, the PARTICIPANT further acknowledges and understands that there are unique safety concerns and additional risks involved, that she understands and expressly assumes those risks, and she desires to continue with the Activity. The PARTICIPANT understands that if they have any risk concerns that they shall discuss them completely with SCUBACARIBE staff before signing this agreement and before their participation in the Activity begins. The PARTICIPANT knowingly and expressly assumes all such risks and responsibility for all personal injury, illness, emotional distress, disability, loss of or damage to property, or death in connection with the Activity.

PARTICIPANT acknowledges and understands that participation in the Activity requires good health and fitness and represents that they are fully fit to participate, that they have no physical condition or mental impairment that may affect their safety or the safety of others and that they are not participating in a manner inconsistent with or against medical advice or treatment. PARTICIPANT further agrees to abide by all of SCUBACARIBE's instructions and safety regulations and to at all times utilize any and all protective and safety equipment provided to them. Participant further certifies that they are not under the influence of alcohol, narcotic or other drug that may impair their understanding or judgment or which may affect their safety or the safety of other participants. SCUBACARIBE may refuse service to any PARTICIPANT who may be suffering from a contagious or infectious disease, ill health or whose presence may be detrimental to the comfort, safety, well-being or harmony of the PARTICIPANT or others.

PARTICIPANT acknowledges and understands that the HOTEL permits SCUBACARIBE to offer the Activity as a convenience to HOTEL guests. SCUBACARIBE is not owned, managed, supervised or controlled by the HOTEL. SCUBACARIBE and its employees are independent contractors and they are not agents or employees of the HOTEL, notwithstanding any signage or clothing which may contain the name of the HOTEL. It is understood and agreed that the HOTEL assumes no responsibility for and in no event shall be liable for any claim whatsoever, including but not limited to claims for personal injury, illness, emotional distress, disability, loss of or damage to property, or death in connection with the Activity.

In consideration of the PARTICIPANT's participation in the Activity, the PARTICIPANT on his/her own behalf and on behalf of his/her spouse, children, heirs, executors, administrators, and next of kin hereby: A) Waives, Releases, and Discharges from any and all liability whatsoever which may accrue hereafter, including but not limited to, liability for personal injury, illness, emotional distress, disability, loss of or damage to property, or death in connection with the Activity the following individuals and entities: SCUBACARIBE and their operators, the Hotel and their operators, directors, officers, employees, volunteers, representatives, agents, owners, property owners, lessors, outsourced operators and all related entities, and B) further agrees to indemnify, defend, and hold harmless the individuals and entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of PARTICIPANT's participation in the Activity. In consideration of the PARTICIPANT's participation in the Activity, the PARTICIPANT understands and agrees that this document shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

By signing this agreement, PARTICIPANT acknowledges they have completely read and understand this agreement and they are aware that they assume all risk and waive certain rights. The PARTICIPANT further represents that he/she is at least 18 years of age or, if the PARTICIPANT is under the age of 18, that his/her parent or legal guardian has signed this form below.

Signature

Date

Guardian or parent's signature (if participant is under 18 years of age)

