

**TECH DIVE LIABILITY RELEASE FORM
(the "Release")**

I, _____ hereby declare that I am a certified **TECHNICAL scuba diver / trainee TECHNICAL scuba diver**, trained in safe TECH diving practices and I am aware of the inherent risks and hazards of TECHNICAL scuba diving ("**Diving**").

IN CONSIDERATION OF being allowed to participate in the Dives (hereinafter defined):

(1) I understand, agree and undertake to assume any and all such inherent risks and hazards of the proposed dive trip to _____ ("**Dive Site**") from the period ___/___/___ to ___/___/___, which may be conducted onboard a boat or may require travel onboard a boat or any other vehicle (hereinafter referred to as the "**Dives**"), which include but are not limited to, the following:

- (a) Diving with mixed gas and or compressed air involves certain inherent risks that may result in injuries such as decompression sickness, embolism or other hyperbaric injuries which require medical support and/or treatment in a decompression chamber. I further understand that the Dive Site may be remote from a decompression chamber or medical support. I still choose to proceed with the Dives in spite of the possible absence of a decompression chamber or medical support in proximity to the Dive Site;
- (b) the Dives involve inherent risks that may include, but are not limited to, drowning, slipping or falling while onboard a boat, sinking of the boat, injuries occurring while getting on or off a boat, equipment failure, injuries inflicted by marine life form, acts of fellow divers and other perils of the sea; and
- (c) Diving is a physically strenuous activity and that I will be exerting myself during the Dives and that I may be injured as a result of a heart attack, panic, hyperventilation, overexertion or any other cause.

(2) I declare, undertake and agree:

- (a) to personally assume all risks in connection with the Dives, for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen and RELEASE and HOLD HARMLESS the certified dive guide at the Dive Site; SEA DIVE TRAVEL Pte Ltd and or FRIENDLY WATERS SEASPORTS Pte Ltd, the dive operator/organizers; and any of its employees, officers, servants, agents or assigns (hereinafter referred to as "**Released Parties**") from any liability, claim or lawsuit arising, directly or indirectly, from the above-mentioned risks;
- (b) to further RELEASE and HOLD HARMLESS the Released Parties against any liability, claim or lawsuit arising, whether under the express or implied terms of this Release or at common law, or in any other way, for any loss or damage of whatever nature and howsoever arising out of or in connection with the Dives, to the extent permitted by the laws of Singapore;
- (c) that I am in good mental and physical fitness for Diving and that I am not, and will not be under the influence of alcohol or any drugs that are contradictory to Diving. If I am taking any medication, I declare that I have seen a physician and have obtained approval from my physician to dive while under the influence of medication;
- (d) that I will dive within my training and inspect all my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or diving past my training, qualifications and experience;
- (e) that I am of lawful age and legally competent to sign this liability release form or have attached the written consent of my parent or guardian to this form;
- (f) that I fully understand the terms herein are contractual and not mere recital, and that I have signed this document on my own free will;
- (g) that if any term contained herein shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Release but the legality, validity or enforceability of the remainder of this Release shall not be affected; and
- (h) that this Release shall be binding upon my family, estate, heirs, successors and assigns and shall be governed by and construed in accordance with the laws of Singapore.

I have fully informed myself of the contents of this Release by reading it before I sign on behalf of myself and my heirs.

In the case of an emergency, please contact:

- a. Name: _____ Tel: _____ Relationship : _____
- b. Name: _____ Tel: _____ Relationship : _____

My Name (as it appears in passport)

Date

I/C / Passport no.

Signature of participant

Guardian's Name / Signature

Date