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UNCONDITIONAL AND FULL GENERAL

LIABILITY RELEASE

READ CAREFULLY

Please read this document carefully because signing it indicates you are waiving certain legal rights, including the right to pursue personal injury negligence claims against the released parties. If you have any questions, ask any member of the support staff, or an attorney, before initialing a paragraph to signify your understanding. Also, you should discuss this with your family and/or heirs since you are waiving their rights to pursue recovery in the event that you are injured or killed during these activities. Print when filling in the blanks and initial each paragraph before signing your name at the end of this waiver.

I, _____ (Print name clearly) hereby affirm that I have been thoroughly informed of the risk involved with any freediving/breath-hold diving activity.

____ I specifically understand that freediving/breath-holding underwater and related activities are inherently dangerous and involves inherent risks, both known and unknown, including but not limited to hypoxia, marine life injuries that may include bites, stings, abrasions, or attacks, barotraumas, latent hypoxia that can induce sudden loss of consciousness underwater without warning (sometimes referred to as “shallow water blackout”), head injury, broken bones, injuries incurred while embarking and disembarking boats, brain damage, death, drowning or pressure related (hyperbaric) accidents and “squeezes” to ears, nasal cavities, eyes, other air spaces in the body including the lungs. In addition, treatment of a freediving/breath-hold diving accident victim with these or other injuries may require immediate medical attention and/or hyperbaric oxygen therapy. I understand that the training dives for this freedive/breath-hold dive may be at a location that is remote, either by time, distance or both, from medical care and/or a recompression chamber. I still choose to take part in this freedive/breath-hold training in spite of the increased risk to me in the event medical care or a recompression chamber is not close by in the event I am injured.

____ I specifically understand that the risk of latent hypoxia, brain damage and death from loss of consciousness is inherent to freediving/breath hold diving activities, and I still intend to participate in freediving/breath-hold diving in spite of these known risks. I agree that I

will never freedive/breath-hold dive alone; I will always freedive with a qualified surface support freediver with me at all times. I also agree to follow all guidelines and safety instructions given.

____ For good and valuable consideration received, I understand and agree that neither Blue Tuna Spearfishing Inc., Matthew Davidson (as an individual or corporate shareholder or officer), nor _____ (Boat Captain), nor any of their respective officers, agents and employees (hereinafter referred to as "Released Parties") will be held liable or responsible by me in any way for any injury, death, or other damages to myself, my family, heirs or assigns that may occur directly or indirectly as a result of my participation in this free dive/breath-hold training OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.

____ In consideration of being allowed to participate in this freedive/breath-hold dive training, I hereby personally assume all known and unknown risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in this freedive/breath-hold training, including all risks connected therewith, whether foreseen or unforeseen.

____ I agree to release and hold harmless the Released Parties from any and all claims, demands, damages, actions, causes of action, suits in equity of whatever kind or nature or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in this freedive/breath-hold training, including any and all claims arising during my practicing and any arising during or after I complete the freedive/breath-hold dives, **EVEN IF DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES.**

____ I affirm that I have been give adequate time to consult with family, heirs, and legal counsel if I deemed necessary and am making an informed choice to waive my rights (and those of my heirs and assigns) to legal recovery in a lawsuit if injured or killed. It is my specific intention to proceed with these activities based on my own choices after being apprised of the risks and fully understanding the legal release of my rights and those of my heirs to sue.

____ I understand that freediving and related activities are physically strenuous and that I will be exerting myself during this freedive/breath-hold dive, and I expressly assume the risk of any and all injuries, and I will not hold the Released parties responsible if I am injured as a result of heart attack, panic, hypoxia, hyperventilation, loss of consciousness, decompression illness, gas embolism, head injury, broken bones, brain damage, drowning or any other cause of injury or death not specifically stated herein **EVEN IF DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES.**

____ I release and authorize the use of my photography or videography of myself for use in any commercials, promotional materials, commercial applications, training materials or the like. The Released parties are granted full and unencumbered rights for all future use of the recording of this training and/or freedive/breath-hold dive event.

____ I am aware of the prerequisite skill level and/or equivalent diving experience necessary to participate in this free dive/breath-hold dive, and I stipulate that I meet these requirements.

____ I understand that I am responsible for supplying my free diver/breath-hold diving equipment in proper operating condition, regardless of where I obtained it or from whom.

____ **(For already certified divers to complete)** I further state that I am already a qualified and certified scuba diver from the following dive training agencies: _____, and that I hold training to the level of _____. I am aware of the required certification level and/or experience necessary and recommended to enroll in this diving program and I stipulate that I meet those requirements for prior certification or equivalent experience. I have been a certified diver since _____ and have been diving for _____ years for a total of _____ dives to a maximum depth of _____ ft.

____ I understand that all the terms herein are contractual, they are not a mere recital, and my signing this document is done of my own free act and in so doing. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

I AM VOLUNTARILY WAIVING ALL OF MY LEGAL RIGHTS TO SUE THE RELEASED PARTIES FOR ANYTHING RELATED TO THEIR NEGLIGENCE IN CONJUNCTION WITH FREEDIVING TRAINING AND RELATED ACTIVITIES.

____ I state that I am of lawful age and legally competent to sign this liability release, or that I have the written consent of my parent or legal guardian to engage in this free dive/breath-hold dive under the conditions of this waiver as stipulated by their signature below.

It is the intention of _____ (Print name) by this written document to exempt and release all of the Released Parties as defined herein, from all liability whatsoever for personal injury, property damage or wrongful death to me, however caused, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.

____ I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS FULL, GENERAL WAIVER & LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

THIS WAIVER & RELEASE DOCUMENT CONSISTS OF FOUR PAGES IN TOTAL AND REQUIRES MY INITIALS TO EACH SECTION AS WELL AS THE TRUTHFUL DISCLOSURE OF SPECIFIC DIVING EXPERIENCE AND QUALIFICATIONS. IT ALSO REQUIRES ME TO PRINT MY LEGAL NAME ON SEVERAL PAGES IN THE BLANK SPACE INDICATED AS WELL AS EXECUTING MY SIGNATURE AT THE END OF PAGE FOUR. AN ADULT WITNESS IS ALSO REQUIRED TO AFFIRM MY SIGNING AT THE END OF PAGE FOUR.

**I HAVE BEEN ADVISED TO SEEK THE COUNSEL OF MY PERSONAL ATTORNEY
PRIOR TO EXECUTING THIS DOCUMENT. I HAVE ALSO BEEN ADVISED TO
DISCUSS THIS WITH ANY HEIRS OR POTENTIAL FAMILY DEPENDANTS AS THEIR
RIGHTS TO SUE ARE WAIVED AS WELL.**

Signature Date

Signature of Parent or Guardian (if under 18 years of age) Date

Address Phone

Witness Date
(Signature & Printed Name)