

Capulet Marine, Inc
Assumption of Risk, Release of Liability & Indemnity Agreement

I, (print name) _____, agree to the terms and conditions of this agreement in consideration of being able to participate in the sea cruise, scuba and skin diving, snorkeling and all other adventures (collectively “**the Activities**”) sponsored or directed by Capulet Marine, Inc. or any of the “Released Parties” defined below.

1. **Definitions:** The following definitions will be applicable throughout this document:
 - a) “**Released Parties**” will be: Capulet Marine Inc. doing business as Juliet Sailing and Diving, its officers, directors, agents, representatives, volunteers, and employees; the Captain and the owners and any lessee or licensee of the vessel; and any person or entity (including its officers, agents, representatives, employees, and volunteers) that may have participated in booking or setting up these Activities or renting equipment.
 - b) “**Activities**” will be all the activities defined in the first paragraph of this agreement.
 - c) “**Injury**” will include bodily injury, death, and property damage that may occur at any time from the inception of the trip until I have disembarked for the last time.
2. **Voluntary Participation and Assumption of Risk.** I AM VOLUNTARILY PARTICIPATING IN ACTIVITIES THAT HAVE AN INHERENT RISK OF INJURY TO MYSELF AND OTHERS AND THAT MAY RESULT FROM, AMONG OTHER CAUSES, THE ITEMS LISTED IN PARAGRAPH 4 THROUGH 9 BELOW, FAILURE TO OBSERVE ALL SAFETY RULES BY MYSELF OR OTHERS SUCH AS, BUT NOT LIMITED TO, THOSE RULES NOTED IN PARAGRAPH 10 BELOW, AND/OR THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASED PARTIES INCLUDING WITHOUT LIMITATION THE RISK OF NEGLIGENT INSTRUCTION OR SUPERVISION. UNDERSTANDING THE FOREGOING, I HEREBY FREELY AGREE TO ASSUME ALL KNOWN AND UNKNOWN RISKS OF INJURY TO MYSELF SELF, AND TO ANY CHILDREN OF MINE UNDER THE AGE OF 18, ARISING FROM THE ACTIVITIES.
3. **Release of Liability & Indemnity.** I DO HEREBY RELEASE THE RELEASED PARTIES FROM ALL LIABILITY TO MYSELF SELF AS WELL AS TO MY EMPLOYEES, AGENTS, HEIRS, CHILDREN AND NEXT OF KIN, FOR ALL LIABILITY AND CLAIMS FOR INJURY ARISING FROM THE ACTIVITIES. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY INJURY CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WITH THE EXCEPTION OF THEIR WILLFUL OR RECKLESS CONDUCT OR GROSS NEGLIGENCE. SUBJECT TO THE FOREGOING EXCEPTION, I BEAR THE SOLE RESPONSIBILITY FOR ANY LOSS AND AGREE TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM ALL COSTS THEY MAY INCUR AS A RESULT OF ANY INJURY.
4. **Limited Medical Facilities On-Board.** I fully understand and am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility. I agree to be fully responsible for all costs of such transportation and medical care.
5. **Drugs & Medications.** I do not have in my possession any illegal drugs, nor am I taking, nor have I recently consumed any drugs or medications that would make diving or snorkeling inadvisable. Because I may have disclosed medications I may be taking to the Released Parties, this disclosure shall not impose any duty on the Released Parties to notify me of the dangers of any such medicines; I agree to check with my own doctor with respect to any such dangers.
6. **Dangers aboard a Vessel.** I understand that a vessel does not have a fully non-slip surface, that the surface is not free of obstacles, and that a vessel is subject to motion, tides, waves, sea conditions, wind and other forces. I agree to use extra care when coming aboard or departing the vessel, whether to exit or enter the water or land and while on board.
7. **While under Sail.** While under sail, I understand that I must be always alert for any moving or swinging rigging.
8. **Risks Associated with Entering & Exiting Water from Vessel.** In the pursuit of diving, I understand that there are inherent risks associated with entering and exiting the water from a dive vessel and I agree to use extra care.
9. **Representation as to Certification.** I certify, if I engage in diving activities, that I am a certified diver or a student diver under the supervision of a scuba diving instructor and have been taught and understand scuba and skin diving has

inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, and acts of fellow divers.

10. **Representation as to Physical Fitness.** I acknowledge that I am physically fit to scuba dive, skin dive and snorkel.
11. **Safety Rules.** Without limiting the importance of all the safety rules that I have been taught in obtaining my certification, I specifically acknowledge that the following rules are especially important:
- a) **Use of Ladders & Stairs.** I will face all ladders or stairs aboard the vessel while ascending or descending them.
 - b) **Importance of Briefings.** I will be present at and attentive to all briefings given by the dive-master and boat captain and if there is anything that I do not understand or have been taught differently, I will notify the boat captain immediately.
 - c) **Refresher Course if I have not dived within Past Year.** If I have not been diving within the past year or I am not under the direct supervision of an instructor, I will request a refresher course from an instructor.
 - d) **Inspect Equipment Prior to Each Dive.** Prior to each dive, I will inspect ALL to be used to make sure it is all in good working condition and do not forget to check air pressure and, if using Nitrox, the nitrox mix percentage.
 - e) **My Duties While Diving.** I understand I have a duty to plan and to carry out my own dive and to be responsible for my own safety and the safety of my buddy. I WILL REMAIN WITH MY BUDDY AT ALL TIMES.
 - f) **Safe Amount of Air in Tank.** I will start my ascent at the end of each dive with enough air to ensure being on the boat with a minimum of 500 PSI remaining in my tank.
 - g) **When to Stop a Dive.** I will immediately stop my dive if: (i) If I feel uncomfortable with my diving abilities, (ii) Diving conditions are worse than those for which I have been trained or for which I have experience, or (iii) I am not feeling well.
 - h) **Dangers of Holding my Breath.** I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents.
 - i) **Risk if BC Device is removed.** While diving I will not remove my buoyancy control device (BC) at any time while in the water and I acknowledge that to do so may cause great injury.
 - j) **Distress on Surface and Release of Weights.** If I become distressed on the surface, I will IMMEDIATELY drop my weight belt and inflate my BC for permanent floatation assistance and if I want or need assistance from the boat, I will give the proper diver in trouble signal.
12. **Headings.** The headings in this agreement are included for convenience only and will neither affect the construction or interpretation of any provision in this Agreement.
13. **Applicable Law & Severability.** The law of the State of Florida will govern this agreement. If a court holds any provision of this agreement to be unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.
14. **Entire Agreement.** I am not relying on any oral or written representations made by Released Parties other than what is set forth in this agreement and this agreement and release constitutes the complete agreement with respect to the terms and conditions covered and any changes must be in writing signed by me.
15. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT IT INCLUDES AN ASSUMPTION OF RISK OF THE RELEASED PARTIES' NEGLIGENCE AND A RELEASE OF THEIR LIABILITY, WITH THE EXCEPTION OF THEIR WILLFUL OR RECKLESS INJURY OR GROSS NEGLIGENCE. I ACKNOWLEDGE THAT THE PROVIDERS OF THE ACTIVITIES ARE MATERIALLY RELYING ON THIS WAIVER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. I further declare that I am of legal age and am competent to sign this Agreement and that I am also signing on behalf of any of my children who are under 18 years of age and other persons on this trip for whom I may be legal guardian.

SIGNATURE: X _____ Date: _____

Please clearly print your full name: _____