



SHARK DIVE ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

I, _____ hereby request that Stuart Cove's Dive South Ocean, Nassau Undersea Adventures, its employees, its agents, and its boats (whether owned, operated, leased, or chartered) hereby referred to as "Stuart Cove's", allow me to pay for and participate in a "Shark Dive" organized and supervised by Stuart Cove's. I understand that I am requesting to participate in a scuba dive that is intended to be done in the presence of wild and unpredictable sharks. I understand that Stuart Cove's will intentionally attract these sharks to the immediate area of this dive and that I will be swimming unprotected within ten feet or less of these sharks. By my signature on this Assumption of Risk and Complete Release of Liability, I acknowledge that I am making this request to dive with these sharks with the full knowledge of the dangers involved with swimming with sharks. I have not been promised nor told anything to the contrary from what is stated in this Release and Waiver Agreement.

In consideration for allowing me to participate in this shark dive, with knowledge of the danger involved in such a dive, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for my personal injury, property damage or wrongful death occurring to me, which injury, property damage or wrongful death arises as a result of engaging in this shark dive and any activities incidental to such shark dive wherever, whenever or however such may occur. The undersigned does so for himself, his heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for himself and his estate, and agrees that under no circumstances will he or his heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against Stuart Cove's Dive South Ocean, Nassau Undersea Adventures and their employees or against any of its agents and servants or to exempt and relieve the organization(s), instructor(s), and employees referred to herein and their agents and servants from liability for personal injury, property damage or wrongful death caused by negligence. By signing this document, I acknowledge that I assume the risk of personal injury, property damage, or wrongful death upon myself during this shark dive.

The undersigned for himself, his heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the organizations or individuals referenced herein, he shall indemnify and hold them harmless from any and all claims or cause of actions by whom-ever or whenever made or presented for personal injuries, property damage or wrongful death.

IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE STUART COVE'S DIVE SOUTH OCEAN, NASSAU UNDERSEA ADVENTURES, LYFORD CAY MEMBERS CLUB, ITS EMPLOYEES, ITS AGENTS, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING AND SCUBA DIVING ACTIVITIES.

The undersigned acknowledges that he has read the foregoing paragraphs and fully understands the legal rights that he is giving up by signing this document. He further warrants that he has been fully and completely advised of the potential hazard and dangers incidental to engaging in a shark dive.

NAME: _____ DATE: _____

SIGNATURE: _____ WITNESS: _____