

**Please read carefully and fill in ALL blanks before signing.**

I, \_\_\_\_\_, understand and agree that neither **Odyssea Divers** dive guides, dive instructors, crew members, boat captains, owners of the vessels, employees, nor the owners, officers, employees, agents, assigns and/or entities of **Odyssea Asia Pte Ltd, PT. Odyssea Utama, Odyssea Divers, Cocotinos Boutique Beach Resorts & Spas** its affiliate or subsidiary corporations (all parties hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I, \_\_\_\_\_, hereby affirm I am voluntarily engaging in the recreational activities planned by **Odyssea Divers** and/or any of the Released Parties.

**I also understand that I should not go to altitude (ie. fly) within 12 hours of completing a single dive or 24 hours for multiple dives (longer where possible).**

If I rent, borrow, or use equipment from **Odyssea Divers** and/or any of the Released Parties, I understand and agree to release of my rights to sue for injuries or death resulting from the rental and/or use of **Odyssea Divers'** equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

By signing this document and agree that scuba activities, especially technical diving, can be dangerous. I voluntarily assume all risks associated with swimming, snorkelling, boating and scuba activities, including but not limited to, pre-existing health issues leading to injury, drowning, panic, pressure related injuries, decompression sickness, over-expansion injuries, gas toxicities, injury from marine life, injury from boats, environmental factors which lead to injury, equipment problems leading to injury, buoyancy problems, fire and /or explosive hazards improper dive planning improper action of divers or support personnel (including failure to rescue, recover, resuscitate , or provide medical assistance) poor judgment, along with other unforeseen risks. I understand the fact that these risks may cause me serious personal injury or death and I accept these risks, whether the risk is specially stated or not and knowingly choose to participate.

I agree to be responsible for my own safety well being during all technical dive activities and instruction. I agree that it is my responsibility to be physically, medically and mentality fit to participate in all scuba activities. I agree to be responsible for my scuba equipment configuration, assembly and pre-dive check to make sure it is functioning properly before each dive. I will be responsible for my diving activities, including but not limited to, analyzing my blended gases, monitor my gas consumption, planning my dive, including minimum safe gas amounts decompression procedures and any contingency procedures which may become necessary. I will not hold anyone responsible for my failure to inspect the equipment I use, failure to analyze the gases I use, failure to use redundant diving equipment or plan my dive.

I further state that I am of lawful age (18 years of age or older) and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian.

I agree that is my responsibility to advise my family, heirs, assigns and beneficiaries that scuba activities are dangerous and I could be seriously injured or die participating in scuba and I have advised them of these risks. I hereby agree that I, or my estate shall be liable for any claim brought on my behalf by my family, estate, heirs, or others arising from my injury or death while participating in diving activities.

**I AGREE TO RELEASE , WAIVE , DISCHARGE AND AGREE NOT TO SUE my instructor, instructional staff, dive centre, dive boats, training facilities, training site, transporters due to NEGLIGENCE, WHETHER FORESSEEN OR UNFORESEEN, WHETHER CAUSE BY AN ACT AND/OR A RESULT OF AN IMPROPER ACT AND / OR AS RESULT OF NO ACTION , INCLUDING NEGLIGENCE OF MY OWN ANY RELEASED PARTY OR OTHERWISE.**

**I agree to release, waive, discharge , not use indemnify, save and hold harmless the Released Parties, whether specifically named or not , for any and all claims, demands, damages, actions, cause of action and lawsuits of any nature by me, my state, family, heirs assigns or beneficiaries, for claims arising during the course or after receiving my certification.**

I have read this Assumption of Risks and Liability Release document. I fully understand its terms and understand that I give up substantial rights by signing it. I am aware it is a contract and not a mere recital. I am aware of this legal consequences , and I am signing it of my own free will , voluntarily without inducement or duress, and I understand it is an unconditional complete release of all liability to the greatest extend provided by law. If any portion of this document is found to be unenforceable or invalid, the remainder of the document shall have full force and effect, furthermore, I agree to this document without modification of the printed text and without further assurances or warranties which would modify my understanding of the document. I have advised my family that I have given up their rights to sue and that I or my estate will be liable for any damages they may pursue against the Released Parties.

\_\_\_\_\_  
(Print Your Full Name)

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
(Date: Day/Month/Year)

\_\_\_\_\_  
(Print Parent's/Guardians Full Name)

\_\_\_\_\_  
(Parent's/Guardian's Signature)

\_\_\_\_\_  
(Date: Day/Month/Year)

\*\* You can scan and email this form after completion and signed to [info.desk@cocotinos.com](mailto:info.desk@cocotinos.com) or alternatively, you can fax it to +65 67220685 \*\*