

Reef Seekers Trip Agreement, Liability & responsibility agreement, and waiver

I certify that the statements made on the reverse are true regarding my experience, that I am physically fit to engage in this activity, fully understand the risks involved, including possible exposure to COVID-19 or other diseases during the course of this trip, and am willing to assume such risks.

Initial

Due to the fact that we have no control over the companies we deal with, their employees, local customs and laws, and for other reasons, Reef Seekers Dive Co., Inc., its employees and its representatives (Ken Kurtis and others) expressly disclaim and shall be held free of all responsibility or liability for any act or omission, error, injury, loss, accident, delay or default of any company (hotels, airlines, etc.) or person providing any service for this tour or due to any cause whatsoever occurring during the tour or from acts of God. Reef Seekers Dive Co., Inc., reserves the right to alter airline, hotel, diving vendors, and to make other itinerary or schedule changes without prior notification of the tour participants.

Initial

Due to remoteness of the area, local customs and prevailing weather conditions, there may be cancellations, substitution of facilities and/or equipment, minor inconveniences, or modifications to the itinerary. Reef Seekers Dive Co., Inc., reserves the right to modify the itinerary, cancel diving arrangements due to unfavorable weather conditions or other reasons, or to substitute comparable facilities and/or equipment without prior notification. Reef Seekers may also change the person leading the tour without prior notification. No refunds will be made for cancelled diving arrangements, tour leader changes, or for substitutions of facilities and/or equipment or for minor inconveniences.

Initial

The scheduled tour leader of this trip (Ken Kurtis) is acting only in the capacity of a tour escort and it is understood and agreed that Reef Seekers Dive Co., Inc., and the tour leader do not, by acceptance of a tour member, assume any responsibility or liability for the safety of any participating individual, specifically while such individual is engaged in the activities of this trip, whether alone or in a buddy team or group, under the direct or indirect supervision of the tour leader or otherwise.

Initial

I (person named below) acknowledge that I am solely responsible for my safety during this trip, and further agree not to participate in any activities if I feel uncomfortable or if the activity is beyond my skills, abilities, or experience.

Initial

I (person named below) acknowledge that in the event of life-threatening injuries, the "best efforts" of rescue personnel may not be enough to save my life. Due to remoteness of the area, I understand that treatment for injuries of any sort, including evacuation if necessary, might be delayed. Understanding this, I am still voluntarily willing to participate in the activities.

Initial

I (person named below) WILL NOT HOLD KEN KURTIS, REEF SEEKERS DIVE CO., NAUI, THE RESORT OR BOAT, THE INSTRUCTIONAL &/OR SUPERVISORY STAFF, VOLUNTEERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR ANY SUBSIDIARIES LIABLE FOR ANY ACCIDENT THAT MAY OCCUR ON THIS TRIP, IN OR OUT OF THE WATER, NOR SHALL I HOLD THEM LIABLE FOR "FAILURE TO RESCUE" IN THE EVENT OF AN ACCIDENT.

Initial

I (person named below) AM GIVING UP MY RIGHT TO SUE OR COLLECT MONETARY DAMAGES. I ASSUME ANY & ALL RISKS OF INJURY &/OR DEATH AND RELEASE & WAIVE ANY CLAIMS WHICH I, MY FAMILY, HEIRS, OR ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES.

Initial

This agreement shall be governed by and interpreted in accordance with the laws of the State of California, USA. If any provision of this release is found to be unenforceable or invalid, it shall be severed from this contract and the remainder of this contract will then be constructed as though the unenforceable provision had never been contained in this document.

Initial

This application form, when signed, is in all respects subject to the terms and conditions which have been read and unconditionally agreed to in consideration for the price of this tour. By signing this agreement, I shall be deemed to have executed it for myself, my heirs, administrators, successors, and assignees.

Initial

Signed: _____ Date: _____

Print name: _____