Monterey Express, Inc.
BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

Please read carefully and fill in all blanks before signing

I _____hereby affirm that I am a certified diver or a student diver under
(passenger/ diver)
the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

I understand and agree that neither the divemaster(s), crew member(s) or captain: *Tim Doreck, Kathleen Apalatea, Bruce Watkins, Jose Cruz, Phil Hymel, Dave Fernandes, Scott ,.Tom Melville, Andrew Lowell, Mark Lizon,* the crew or owner of the vessel, nor Monterey Express, Inc., the vessel, nor International PADI, Inc., nor the owners, officers, employees, agents, or assigns of the above listed individuals and /or entities (herein-after "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death, or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this liability release or that I have obtained the written consent of my parent or guardian.

I _____BY THIS INSTRUMENT, DO HEREBY EXEMPT
(passenger/ diver)
AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTOOD THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDiVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I further understand that the unpredictable nature of weather and dive conditions may compromise dive or underway safety. The captain reserves the right to modify a dive destination, abort a dive or dives. Monterey Express, Inc. reserves the right to determine when "rain checks", or full or partial refunds are warranted.
PRINTED NAME _____

_____ _____
Participant's Signature **Date**

_____ _____
Signature of Parent or Guardian (where applicable) **Date**

Morning Charter Afternoon Charter Night Charter

Revised 11/11/01