



**RELEASE AND WAIVER OF LIABILITY**  
**PLEASE READ THIS DOCUMENT CAREFULLY**  
**BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS**

In consideration for being permitted to participate in activities conducted by Air West, Inc., (which includes Fish „n Fins since 1972, Ocean Hunter I, Ocean Hunter III, Fish „n Wheels and Barracuda), Ocean Productions, Navot Bornovski and Tova Har-El, and their affiliates, instructors, officers, directors, shareholders, agents, employees, designers, and licensors (collectively referred to herein as the “activities provider”):

On behalf of the following participant, \_\_\_\_\_,

I, \_\_\_\_\_, hereby agree as follows:

**ASSUMPTION OF RISK:** I agree that I am /or my child/ward (the “participant”) is voluntarily participating in the activities offered by the activities provider including but not limited to diving, snorkeling, swimming, canoeing, kayaking, hiking, operating or riding as passenger a 4x4 vehicle, land and water tours, the use of the equipment, facilities and premises, as a passenger on boat or other vehicle or as a resident on a live-aboard vessel (collectively “activities”). I am aware that such activities are inherently dangerous and am specifically assuming, on behalf of myself and/or my child/ward, all risk of personal injury, death or disability to me and/or my child/ward that might result from said participation, and am specifically assuming all risk for any damage, loss or theft of any personal property which may occur.

**I understand and voluntarily assume the above risks and damages related to this activity:** \_\_\_\_\_(initial).

**PHYSICAL CONDITION:** I certify that I have and/or my child/ward has no mental or physical condition(s) that would limit my/our participation in any activities. If I and/or my child/ward have any mental or physical condition, I/they have received a physician’s approval to participate in the activities covered by this Release and Waiver.

I and/or my child/ward agree not to participate in activities while under the influence of alcohol/drugs.

I and/or my child/ward am/are not taking any drugs or medication that are contraindicated for the activities; if taking medication, I affirm that a physician has approved my/their participation in activities while on the medication.

**I understand the importance of the questions regarding physical conditions.** \_\_\_\_\_(initial).

**RELEASE OF LIABILITY:** I agree on behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs and assigns, to hold the activities provider harmless for **any and all claims or causes of action** rising out of my/our participation in activities offered by the activities provider and harmless for any and all claims or causes of action against the activities provider arising out of my/our participation in other activities offered by third party providers.

I expressly release and discharge the activities provider from any and all liability, claims, demands or causes of action whatsoever arising out of any damages, loss, personal injury or death, to me and/or my child/ward while participating in any of the activities, including but not limited to heart, lung, ear or circulatory problems, decompression sickness, heart attack, embolism or other hyperbaric injuries, panic, hyperventilation, and injuries caused by animal or sea life, currents, mechanical equipment failure or misuse. This Release and Waiver is valid and effective whether the damage, loss or death is as a result of any act or omission on the part of any the activities provider or from any other cause. This Release and Waiver of all liability includes, without limitation, injuries, illness, accidents or death, which may occur as a result of (a) use of the activities provider facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping and/or falling while in the facility or during activities.

**I understand that I and/or my child/ward voluntarily give up our right to sue the above mentioned parties:** \_\_ (initial).

**INDEMNIFICATION:** I hereby agree to indemnify, protect, and hold harmless the activities provider from any and claims, demands or causes of action whatsoever by a third party, including but not limited to, property damage, personal injury, death or loss of services resulting from any accident related to my and/or my child/ward’s use of the activities provider’s equipment, participation in activities and/or use of motor vehicles/vessels.

**I understand that I am indemnifying the activities provider from third party claims:** \_\_\_\_\_(initial).

**IF OPERATING A MOTOR VEHICLE /MECHANIZED VESSEL/KAYAK:** I hereby certify that:  
I and/or my child/ward have the experience and judgment to safely operate the vessel/vehicle/kayak utilized. I and/or my child /ward have had the opportunity to inspect the vessel/vehicle/kayak; it is in good and safe operating condition.

I and/or my child/ward will wear the required safety equipment for the vehicle/vessel/kayak.

**I understand that I and/or my child/ward must use vehicles/vessels/kayaks safely and within the law:** \_\_\_\_\_ (initial).

**I further grant the activities provider the right to photograph, videotape me and/or my child/ward while participating in their activities and to use my/our name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation:** \_\_\_\_\_ (initial).

**I understand that I and/or my child/ward must return all equipment owned by the activities provider, including dive equipment, motor vehicles/mechanized vessels and kayaks, in good condition and will liable for any damage to that equipment:** \_\_\_\_\_ (initial).

**I understand this contract is valid for the duration of one year from the date of my signature below:** \_\_\_\_\_ (initial).

**I understand that it is my responsibility to have State Permits with me and/or my child/ward on the boat/land at all times. Failure to do so may result in a citation; I will be responsible for the payment of any fines:** \_\_\_\_\_ (initial).

**I understand that I will be charged for additional services and activities and the cost of acquiring State Permits and it is my responsibility to understand these charges and costs.** \_\_\_\_\_ (initial).

**I understand that the activities provider is not providing medical coverage/insurance or emergency insurance/coverage and any costs incurred for medical care or emergencies services that I and/or my minor child/ward require will solely be my responsibility.** \_\_\_\_\_ (initial).

**I understand and agreed to be transferred to Ocean Hunter 3**  
\_\_\_\_\_ (initial).

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND WAIVER OF ANY RIGHT THAT I AND/OR MY CHILD/WARD MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE ACTIVITIES PROVIDER. IF ANY ATTEMPT FOR A CLAIM IS MADE, I UNDERSTAND THAT PALAU LAW WILL APPLY, PALAU COURTS SHALL HAVE EXCLUSIVE JURISDICTION AND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE ACTIVITIES PROVIDER.**

I have read the above, been given the opportunity to ask questions, considered its effect, understand its content, am not under the influence of alcohol or drugs and agree to the terms stated above.

\_\_\_\_\_  
Signature of Participant  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee/Witness

**IF PARTICIPANT IS UNDER EIGHTEEN (18)**

I have read the above, been given the opportunity to ask questions, considered its effect, understand its content, am not under

the influence of alcohol or drugs and agree to the terms stated above on behalf of myself and my child/ward. I will further indemnify the activities provider against any damages incurred as a result of any action by my child/ward, including attorney's fees and costs. I also certify that I have the legal right to sign this Release and Waiver on behalf of my child/ward.

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee/Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Minor Participant

\_\_\_\_\_  
Age