

ISLANDER CHARTERS, INC.
WAIVER AND RELEASE FROM LIABILITY

This **WAIVER AND RELEASE FROM LIABILITY** ("Waiver") is executed by _____ ("Releasor"), an adult individual, for the purpose of acknowledging the risk accompanying my participation in activities offered by Islander Charters, Inc. ("Islander"), a California corporation, and to expressly release and waive all claims against Islander and its directors, officers, employees, agents and shareholders for any personal injury I may sustain while engaged in such activities.

Voluntary Participation. I, Releasor, have voluntarily contracted with Islander to participate in activities (the "Adventure") both on and off the MV Islander, in international, United States and/or Mexican territorial waters from _____ through _____. I acknowledge that during the Adventure I will, or may, participate in activities both on and off the MV Islander, including but not limited to shark diving/watching, snorkeling, hookah diving, scuba diving, free diving, spearfishing, fishing, surfing, kayaking and swimming.

I am aware the ocean is a moving surface and the vessel moves on that surface, sometimes in ways that are not predictable. I recognize that conditions aboard a vessel are different and possibly more dangerous than ashore. While standing, sitting and/or walking about the vessel (including boarding and disembarking, climbing and descending steps, stairs, ladders, etc.) I will always keep one hand free and use all available handholds, grab holds, grab rails, tables, bulkheads, railings and benches, so that I will not lose my balance, fall down and possibly be injured. _____(initial)

I understand the vessel's deck has changes in elevation, some of which may not be marked. As I walk about the vessel I will make sure to look where I step and pay attention so that I do not trip or fall. _____(initial)

While climbing up or down ladders or stairs I will keep in mind I am on a moving vessel that rocks, pitches and rolls with the ocean. For that reason, I will be very careful and proceed slowly so I do not lose my balance, fall, or trip. I will look where I place my feet on the stair or ladder treads. On steep ladders I will face the ladder as I go up or down. I will use all available handrails or handholds and pay attention. _____(initial)

While walking about the vessel I will be on the lookout for any open hatches, as I acknowledge that I could fall in one and be injured. _____(initial)

I understand that doors on vessels sometimes open and close differently than they do on land, due to the movement of the vessel on the sea. Doors sometimes suddenly open or close. I will keep my hands free of doors at all times so as not to pinch my hands or fingers in the door opening. _____(initial)

I will remain seated in the stern (rear of vessel) and/or inside the galley while the vessel is entering or departing the harbor and when sea conditions are rough. _____(initial)

I am aware the decks of the vessel can become slippery due to wave action, fish, fish scales, fish slime, blood, etc., and I will be careful at all times while standing or walking so as not to slip and fall. I represent that I will wear suitable shoes to safely walk about this vessel. _____(initial)

I will always make an effort to be aware of where all other passengers are so that I do not accidentally injure them and so they do not accidentally hurt me. I acknowledge the vessel owner is not responsible for other passengers' actions. _____(initial)

If I decide to consume alcohol, I will be extra careful while aboard the vessel. I acknowledge that I am aware of my tolerance of alcohol and limitations and will not become inebriated. _____(initial)

I will listen to and obey the instructions of the Captain, deckhands and divemasters as they are concerned for my safety. _____(initial)

I certify that I am physically capable of participation; if I have a physical limitation, or have the need for assistance of any kind, I will ask for assistance from a crewmember. _____(initial)

Assumption of Risk. I AM AWARE THAT ACTIVITIES I MAY ENGAGE IN WHILE ON THE ADVENTURE ARE HAZARDOUS ACTIVITIES, AND HEREBY STATE AND ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ADVENTURE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE DANGER INVOLVED, AND AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE OR DEATH, WHILE I AM ENGAGED IN THE ADVENTURE. I VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____(initial)

Release. As consideration for being permitted by Islander, to participate in the Adventure and use the facilities of the Islander, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives shall not, and are irrevocably barred from, bringing any suit against, making any claim against, or attaching the property of Islander, for injury, death or damage while engaged in the Adventure, whether resulting from negligence or other acts, however caused, including but not limited to, any act or omission of an employee, agent, officer or shareholder of Islander, or any of its affiliated organizations or other participants in the Adventure. Accordingly, I hereby release Islander, its shareholders, officers, directors, attorney(s) and any of its affiliated organizations from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury, death or damage resulting from my participation in activities during the Adventure;

Advice of Attorney. I hereby warrant and represent that prior to executing this Waiver I have relied upon legal advice from an attorney of my choice, or had ample opportunity to seek and obtain legal advice (even if I did not avail myself of the opportunity to obtain legal

advice), and agree that the terms of this Waiver, and its consequences, have been completely read and explained to me, and/or that I fully understand the terms and consequences of executing this Waiver;

Severability and Broad Interpretation. This Waiver shall, where possible, be interpreted so as to sustain its legality and enforceability, and for that purpose the provisions of this Waiver shall be read or interpreted broadly in the specific situation to which they are being applied. The invalidity or unenforceability of any provision of this Waiver in a specific situation shall not affect the validity or enforceability of that provision in any other situation or of other provisions of this Waiver;

Succession and Binding Effect . This Waiver shall be binding upon myself and my successors in interest of any kind whatsoever, including but not limited to, assignees, heirs, distributees, guardians and legal representatives;

Survival of Representations and Warranties. All representations and warranties contained herein, if any, shall survive the execution and delivery of this Waiver and the consummation of the transactions contemplated hereby;

Entire Agreement. This Waiver constitutes the entire agreement and understanding between the Releasor and Islander with respect to Islander's liability for any and all personal injuries I may sustain while engaged in the Adventure, and any other transaction (s) contemplated by this Waiver. All prior representations, understandings, and agreements between the respect to personal injuries while engaged in the Adventure and any other transaction(s) contemplated by this Waiver are superseded by the terms of this Waiver;

Waiver. Any provision of this Waiver may be amended or waived only by a writing signed by the Islander and the Releasor;

Applicable Law and Venue . This Waiver shall be construed and interpreted in accordance with the laws of the State of California. If any proceeding is initiated to interpret or enforce the terms of this Waiver, venue is only proper in San Diego County;

Attorneys Fees. In the event that any suit or proceeding is brought to enforce, construe interpret, rescind, or cancel this Waiver or any of its provisions, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including the cost of enforcing any judgment;

Mistake of Fact. Releasor hereby warrants, represents, and agrees that execution of this Waiver is done with full knowledge of any and all rights which Releasor may have with respect to the Adventure and that there is no reliance upon any representation or statement made by Islander or counsel for any Islander, with respect to any of the facts hereto relevant and Releasor hereby assumes the risk of any mistake of fact in connection with the true fact(s) involved in the Adventure or in connection with any fact(s), known or unknown;

Rule of Construction. Releasor hereby confirms that Releasor has read and understands this Waiver, been fully advised and represented by counsel with respect to it (or had ample opportunity to seek and obtain legal advice), and all negotiations giving rise to it, and that Releasor has fully discussed this Waiver with all of its terms, consequences, and ramifications with independent counsel, or had the opportunity to do so. Accordingly, Releasor, and/or their counsel, have reviewed this Waiver, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Waiver.

Knowing and Voluntary Execution . I HAVE CAREFULLY READ THE WAIVER AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT BETWEEN MYSELF AND ISLANDER AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN THIS WAIVER ON MY OWN FREE WILL.

Executed at _____ (County, State) on _____ (date)

Signature of Releasor

Print Name of Releasor

QUESTIONNAIRE:

Please answer the following questions as completely as possible and return to us at your earliest convenience. The answers that you provide will help us make your experience safe and enjoyable. Should you need more room for any response please use the Miscellaneous portion at the bottom of the questionnaire.

Name: _____

Best contact phone number: _____

Emergency contact: _____

Date of Birth: _____

Citizenship: _____

Passport number: _____

Occupation: _____

Dive Experience:

Have you participated in cage diving? _____ If yes, where? _____

Are you SCUBA certified? _____ If yes, since when? _____

Approximate number of dives since certification: _____

Approximate date of last SCUBA dive: _____

If certified, are you interested in the submersible cage dive? _____

Will you need us to provide dive gear (wetsuit, booties, mask)? Yes No

If yes, please provide the following:

Height: _____ Weight: _____ Shoe size: _____

Personal Details:

Current Medications: _____

Injuries/ physical disabilities that may require additional assistance from the crew:

Dietary restrictions /Food allergies: _____

Travel Itinerary: If you have transportation scheduled home, what is your time of departure and mode of transportation? _____

How did you hear about us? _____

Miscellaneous/Special Requests:

Islander Charters Trip Policy

- If you notice a discrepancy with your receipt, trip dates, or any information, please contact our office immediately by phone or email.
- A deposit of \$750 is required to secure your reservation.
- Balance is due 45 days prior to departure. Islander Charters reserves the right to open reservations on balances not paid within 45 days of trip date.
- All cancellations require written notification at least 45 days prior to departure to receive a full refund.
- Any cancellation made after the 45 day period will receive a refund (less a 15% administration fee) only if Islander Charters can fill your space with a new passenger.
- Trip insurance is highly recommended, especially on air travel and hotel reservations related to the trip.
- In the event of unforeseeable circumstances including but not limited to passenger safety, inclement weather, acts of God, or mechanical failure, Islander Charters reserves the right to cancel or reschedule any trip.
- Islander Charters reserves the right to overbook each trip by one passenger.

