

AGREEMENT AND RELEASE OF LIABILITY

I, _____, have voluntarily enrolled in a NAI'A Cruises Fiji, Ltd. diving excursion.

I am aware that my participation in the excursion, including land or sea travel during the excursion, involves numerous risks of delay and injury to persons or property, including, but not limited to, weather conditions, acts of God, diving risks, equipment malfunction or safety, limited access to medical care, indigenous plant and animal life, strikes, thefts, pilferage, force majeure, and civil disturbances and I freely assume those risks.

In addition, I realize and accept that NAI'A Cruises Fiji, Ltd. and its owners, officers, directors, agents and employees assume no responsibility or liability for service, transportation, quality, condition, or safety of equipment made available to excursion participants or the acts of any employee or agent of any establishment, firm, person or entity providing such services, facility, service, or equipment to participants. This includes, but is not limited to, responsibility or liability for injury to persons or property, or delay, resulting directly or indirectly from: substitutions of facilities or equipment, detention, annoyance, weather delays and expenses arising from quarantine, failure to depart as scheduled, government restrictions or regulations, discrepancies or change in transit. I also realize and accept that reasonable changes in itinerary may be made when deemed advisable for the comfort and well-being of the participants.

As lawful consideration for being permitted to enroll in a NAI'A Cruises Fiji, Ltd. diving excursion, I agree to release from any legal liability and agree not to sue NAI'A Cruises Fiji, Ltd., its owners, officers, directors, agents, and employees, for any and all injuries, property loss, property damage, delay, or death caused by or resulting from any participation in the dive excursion or the sport of diving whether or not such injury, property loss, property damage, delay, or death was caused by alleged negligence.

I am aware that this contract is legally binding and that I am releasing legal rights by signing it.

Signature

Date

Signature of participant or parent/guardian,
if participant is a minor

CERTIFICATION AND ASSUMPTION OF RISK

This agreement is governed by the laws of Fiji and any action, suit, or proceeding shall be brought before the Courts of Fiji, which shall have exclusive jurisdiction. By signing this form, the undersigned waives the right to trial by jury and any and all objections to venue.

I am a certified scuba diver, trained in safe diving practices, and the purpose of my diving activity is strictly recreational. In consideration for participation in dive excursion activities with NAI'A Cruises Fiji, Ltd., I certify, acknowledge, and agree to the following, each paragraph of which I have read and initialed.

_____ I understand that sea travel imposes risks and dangers including the dangers of being present during ship boarding, unboarding, ocean travel and small boat travel; risks due to inclement weather; risks due to environment; and the general risks of a seafaring vessel including, but not limited to, wet and slippery surfaces and belongings and equipment moving about during travel, all of which dangers and risks may result in injury or loss of life, and I assume any and all such risks.

_____ I recognize that NAI'A dive excursions may include land activities, and I assume any and all risks of injury, illness, or death, as well as those situations where I, or my property, might be detained, delayed, or quarantined.

_____ I understand that I am responsible for my property and its safety and assume any and all risks inherent in sea travel and /or land travel which may result in damage, theft, or destruction of my property.

_____ I understand that sea travel may involve dangerous situations, and agree to abide by the wishes and direction of the NAI'A crew in the event that the boat or any of its passengers or crew are in danger or are perceived to be in danger.

_____ I recognize and understand that diving involves unavoidable risks and dangers including malfunction of equipment; risks due to environment, animal, and sea life; risks due to currents and other changing conditions, and risks due to small boat travel, all of which can result in injuries or loss of life, and I expressly assume such risks.

_____ I affirm that I am in good mental and physical condition for diving, but I understand that diving is a physically strenuous activity, that I will be exerting myself during this dive excursion, and I expressly assume the risk of such activity.

_____ I agree to follow the recognized and established safety practices associated with scuba diving, but realize that even though such practices are observed there is still a risk of accident, and I expressly assume the risks involved in diving under such conditions.

_____ I understand that even if I follow all of the appropriate dive practices, there is still some risk of sustaining heart attacks, decompression sickness (the bends), embolism, or other hyperbaric injuries, and I expressly assume the risk of such injuries or illness.

_____ I will not participate in dives that are beyond my skill level and realize that I am solely responsible for ascertaining the skill level, depth, dive conditions, and any special equipment or training necessary for each dive before undertaking that dive.

_____ I will not dive under the influence of alcohol or drugs and I realize that it is my responsibility to consult with a physician before diving under the influence of any medication.

_____ I understand that diving with compressed air involves certain risks and that diving activities are often conducted under circumstances where medical attention is not immediately available, and I expressly assume the risks involved in diving under such circumstances.

_____ I understand that there is an increased risk of decompression sickness if I fly or otherwise ascend to high altitudes within 24 hours of diving, and assume the risk of any and all injuries which might result if I choose to dive during this 24 hour time frame.

_____ I acknowledge that I alone am responsible for my own activities while engaging in scuba diving and can not rely upon anyone else to advise me of my own improper or unsafe procedures and practices while diving. I will exercise care in my own activities while engaging in scuba diving and I assume full responsibility and liability for injury or harm caused to myself and my property, or others and their property, which occurs as the result of any lack of good care on my part.

Signature

Date

Name

Certification Agency and Card Number