

Odyssey International, Inc., Odyssey Adventures Diving Release and Waiver

Name _____ Cruise Date(s) _____
Home Address _____ Phone – Home _____
City _____ State _____ Zip _____ Fax _____
Country _____ Citizenship _____ Passport # _____
Occupation _____ Date of Birth _____ E-mail address _____
Emergency Contact _____
(Name, Address, Telephone, Relationship)
Certifying Agency _____ Cert. Number _____ Cert. Level _____
Approximately how many dives have you logged previously (as of the date of signing this form)? _____
Approximately when was your last open water dive (give date and location)? _____
Arriving Flight Number and Time _____ Departing Flight _____
Special Requests (dietary or otherwise) _____

We strongly recommend that each guest purchase comprehensive accident, medical, baggage and trip cancellation/interruption insurance when space is reserved. Trip insurance will protect you from financial disappointment in the event unforeseen circumstances prevent the vessel from making its scheduled trip. In the event it is necessary to cancel or interrupt a charter due to weather or any matter beyond the control of Odyssey International, Inc., there will be no refund or credit issued. We also recommend diving accident insurance. Please inquire with our reservation office for assistance.

I hereby certify that I have read and understand the foregoing statement. **X**Signature _____

MEDICAL HISTORY

To the participant: The following information is intended for use in the case of an emergency in the event you should be unable to supply it. PLEASE REMEMBER THAT YOU ALONE ARE RESPONSIBLE FOR DETERMINING YOUR MEDICAL AND PHYSICAL FITNESS TO DIVE OR TO TAKE PART IN ANY OTHER ACTIVITIES DURING THIS TRIP. WE TAKE NO RESPONSIBILITY WITH RESPECT TO YOUR DETERMINATION. If you have any questions concerning your medical or physical fitness to dive or take part in any such activities, please consult your personal physician.

Please check any of the following items which apply to your past medical history or present medical condition:

- | | |
|---|---|
| <input type="checkbox"/> I am currently suffering from cold or congestion. | <input type="checkbox"/> I have had decompression sickness (Bends) or another diving accident. |
| <input type="checkbox"/> I am currently taking medications. *
*Please list medications _____ | <input type="checkbox"/> I have hay fever or other allergies. |
| <input type="checkbox"/> I have a history of respiratory problems or disease. | <input type="checkbox"/> I have a history of high blood pressure. |
| <input type="checkbox"/> I am diabetic. | <input type="checkbox"/> I have a collapsed lung (pneumothorax). |
| <input type="checkbox"/> I have a history of seizures, dizziness, fainting or blackouts. | <input type="checkbox"/> I have had surgery or a penetrating injury to my chest. |
| <input type="checkbox"/> I have had asthma, emphysema, or tuberculosis. | <input type="checkbox"/> I am under the care of a physician or have a chronic illness. |
| <input type="checkbox"/> I have a history of sinus problems. | <input type="checkbox"/> I am not pregnant. |
| <input type="checkbox"/> I have a nervous-system disorder. | <input type="checkbox"/> I am not nor have I ever suffered from any mental and/or physical disease, illness or disability which would render me unfit for scuba diving, scuba instruction, snorkeling, or any other water sports. |
| <input type="checkbox"/> I have had a head or back injury. | |

I hereby certify that the foregoing is true and correct. **X**Signature _____

RELEASE OF LIABILITY

I, the undersigned, hereby affirm that I am a certified diver and am cognizant of all of the inherent dangers of risks of skin and scuba diving, and of the basic safety rules for water and underwater activities.

I fully understand and agree in consideration of my being permitted to engage in scuba diving, dive boat use, equipment use, snorkeling, other water sports activity or any other activity relating to a dive trip (hereinafter "diving activities"), all such diving activities are at my own risk and I hereby freely and voluntarily release, discharge, waive and relinquish any and all claims for causes of action arising from or in connection with any diving activities including, without limitation, those for or relating to personal injury, illness, property damage or wrongful death occurring to me and/or arising against Odyssey International, Inc., d/b/a Odyssey Adventures, or any officers, agents, servants or employees thereof or any affiliated corporation or subsidiary (herein after collectively referred to as "The Odyssey") as a result of my engaging in diving activities, wherever and however such injuries, damages or death may occur and for whatever period of time said diving activities may continue, and I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any actions or causes of action which may hereafter

arise for me or my estate against The Odyssey, and I agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, property damage or wrongful death against The Odyssey, as a result of the negligence of The Odyssey or otherwise.

I fully understand the hazards and dangers incidental to engaging in the diving activities and I hereby assume all such risks and dangers attendant to those activities, including, without limitation, any negligence of The Odyssey.

BY SIGNING THIS AGREEMENT, I RELEASE THE ODYSSEY FROM ANY CLAIM OR ANY CAUSE OF ACTION I, OR MY ESTATE, MAY HAVE FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING FROM DIVING ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ODYSSEY AS ABOVE DEFINED OR OTHERWISE AND AGREE TO HOLD THE ODYSSEY HARMLESS FOR ANY CLAIMS AND/OR FOR ANY INJURY OR DEATH WHICH MAY OCCUR TO ME DURING OR AS A RESULT OF ANY DIVING ACTIVITIES.

I agree to furnish my own equipment and be responsible for its good operating condition regardless of where I obtain it. I agree further that prior to

each dive I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity and do not expect my equipment to be inspected by anyone else. If I obtain any equipment from The Odyssey, I hereby accept the equipment as is. I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. The Odyssey accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of any equipment is at my own risk. I agree that I shall return the same in good order and working condition and shall be financially liable for any deviations therefrom.

I understand that the nearest operational recompression chamber may be many hours away and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety.

I voluntarily accept this additional risk and I am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary by myself or The Odyssey.

CONSERVATION AGREEMENT

I agree to leave all sites of said activities undisturbed. I will not willfully damage, collect nor remove any live animal, shellfish, fish, coral and items pertaining to shipwrecks, including fixtures from their present environment.

JURISDICTION AND VENUE

I have read, fully understand and agree to the printed conditions of this Release and Waiver and hereby waive for myself, my heirs, executors and

administrators any claims and demands or causes of action of any nature whatsoever against The Odyssey arising hereunder. This agreement shall be determined according to the laws of the Federated States of Micronesia and any lawsuits filed against The Odyssey shall be adjudicated in the courts of the Federated States of Micronesia to the exclusion of any other courts.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AM QUALIFIED IN LAW AND EQUITY TO SIGN IT AND INTEND AND AGREE TO BE BOUND BY IT.

I hereby declare that I am of legal age and am competent to sign this waiver and release agreement or that my parent or guardian will sign this document on my behalf if I am a minor.

Participant (Please Print): _____

X Signature: _____

Signature of parent of Guardian (if release pertains to a minor): _____

Witness: _____

WARNING!

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- **DIVERS MUST PRODUCE PROOF OF DIVER CERTIFICATION ON ARRIVAL OR YOU WILL NOT BE ALLOWED TO DIVE.**
- **PROOF OF NITROX CERTIFICATION IS REQUIRED IN ORDER TO USE NITROX.**
- **PROOF OF ADVANCED NITROX CERTIFICATION REQUIRED FOR USE OF NITROX GREATER THAN 40%.**

WARNING!

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Read and complete the attached Diving Release and Waiver. Be sure to sign the form on all three spaces marked with the large **X**. Return a completed and signed copy to our offices at the address below. Bring a second copy with you to the boat. **A completed copy must be returned to our office at least 30 days prior to the trip.** If you have any questions, contact us at 1-904-346-3766. Thank you.

Odyssey Adventures
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