

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature of Participant

Name	Last	First	Initial	Phone
Address	Street	City		Prov.
	Postal Code	E-mail		Birthdate / M / D / Y /
Activity	Specific Course/Program/Charter/Event:			

TO: Bottom Dwellers Freediving Ltd., Performance Freediving International (PFI) and International Training, and their respective directors, officers, employees, instructors, assistant instructors, divemasters, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns **(hereinafter collectively referred to as the "Releasees")**.

DEFINITION

In this Release Agreement "**Freediving Activities**" shall include but is not limited to: all free diving coaching, training, instructional or practice sessions and workshops; freediving, skin diving, scuba diving and line diving; freedive spearfishing; freedive harvesting; pool sessions; day charters; and all services, use of facilities, rental or use of diving equipment, or transportation either provided by or arranged by the Releasees, including all travel by or movement around dive boats or other vessels or other vehicles.

ASSUMPTION OF RISKS

I am aware that participating in Freediving Activities involves various risks, dangers and hazards including serious injury or death. These risks, dangers and hazards include but are not limited to: marine life injuries; hypoxia; barotrauma; loss of consciousness underwater; shallow water blackout; embolism; oxygen toxicity; hypothermia; drowning; equipment failure; being struck by surface vessels; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FREEDIVING ACTIVITIES.**

I acknowledge that in the event of an accident, illness or emergency, diving locations may have limited or no medical facilities and communication or evacuation may be delayed. I agree that I will never freedive/breath-hold dive alone. I will always freedive under the direct supervision of an equally trained and qualified buddy at all times.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FREEDIVING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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Signature of Participant

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Freediving Activities and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may at any time in the future have against the **RELEASEES AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Freediving Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FREEDIVING ACTIVITIES;

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Freediving Activities;
2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Freediving Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant
Date (DD/MM/YYYY)
Signature of Parent/Guardian if under 19 years of age

Signature of Witness
Please Print Name of Witness clearly