



# ASSUMPTION OF RISK, LIABILITY RELEASE AND INDEMNITY

**This document must be SIGNED and INITIALED without modification, and (1) sent to your booking agent via fax or email no later than your final payment, and (2) given as an ORIGINAL FORM to the Captain upon arrival.**

## MAJESTIC EXPLORER GALAPAGOS DIVING CRUISES

For and in consideration of Pedro Rogelio Guaycha Lopez, Antonio Saman and Galasam Internacional S. A. (as transportation and/or service providers) (collectively known as Guaycha Lopez et al.)

permitting me to board, reside on, and participate in scuba diving and other activities connected with vessels owned and/or operated by them (the "activities"), I hereby voluntarily and knowingly represent and agree for myself and my heirs, executors, administrators and assigns as follows:

### DIVERS: PLEASE READ AND INITIAL ALL SECTIONS BELOW

- \_\_\_\_\_ 1. I am a certified scuba diver trained in safe diving practices and understand and agree that the purpose of our diving is strictly recreational. I am aware (1) that scuba diving is a physically strenuous activity and that I will be exerting myself during this dive excursion, (2) of the risks inherent in the activity and instruction of skin and scuba diving, and (3) that it is not the function of Guaycha Lopez et al. or its agents or employees to act as the guardians of my safety, and I expressly assume these risks.
- \_\_\_\_\_ 2. I understand that diving with compressed air involves certain risks, and that injuries can occur that require treatment in a recompression chamber. I further understand that an open water diving trip may be conducted at sites that are remote, by time and/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.
- \_\_\_\_\_ 3. I understand that even if I follow all appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other diving-related injuries, and I expressly assume the risk of such injuries or illnesses. I further understand that diving in ocean waters involves additional risks due to the environment, animal or sea life, currents and mechanical or equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.
- \_\_\_\_\_ 4. I understand that Guaycha Lopez et al. comply with the recommendations of the Recreational Scuba Diver Training Council (RSTC) regarding physical and mental fitness for diving. I affirm that I have reviewed the RSTC Medical Statement and the guidelines, standards and recommendations contained therein ([http://www.exploreventures.com/pdf/medical\\_statement.pdf](http://www.exploreventures.com/pdf/medical_statement.pdf)) and that either (1) I have no medical history or condition and am taking no medication contraindicated for diving, or (2) I will be in possession of a doctor's statement less than one year old affirming my fitness to dive despite one or more contraindicated medical conditions or medications that I am taking. I understand that, if I have a contraindicated medical history or condition or take contraindicated medication and can not provide a current doctor's recommendation of my fitness to dive, I will be unable to participate in diving activities from Guaycha Lopez et al.'s vessel, and that no refund or other consideration will be given.

### DIVERS AND NON-DIVERS: PLEASE READ AND INITIAL ALL SECTIONS BELOW

- \_\_\_\_\_ 5. I acknowledge that I have been fully and completely advised of the potential hazards and dangers incidental to boat-based residence and in-water activities, including remoteness by time and/or distance from any medical facilities, and I expressly assume such risk.
- \_\_\_\_\_ 6. I shall observe strictly and comply with such additional reasonable terms and regulations as Guaycha Lopez et al. or its employees may from time to time deem desirable or needful to prescribe before or during any activities I undertake on board or based from Guaycha Lopez et al.'s vessel, for insurance, safety or other reasons.
- \_\_\_\_\_ 7. It is my intention, by signing this document, to exempt and release Guaycha Lopez et al. and their agents, servants, and employees from any and all liability for personal injury, property damage, wrongful death and loss of services caused by the negligence of Guaycha Lopez et al. or their servants, employees or agents either aboard the vessel, in the water, or during onshore excursions or tours. In the event I shall prosecute any such claim against Guaycha Lopez et al. or their servants, employees or agents, I shall (1) indemnify and hold them harmless from any and all loss or liability, including costs and attorneys' fees, and (2) agree to interpret this agreement only according to the laws of Ecuador, and (3) agree that any such suit must be brought only in the courts of Ecuador.
- \_\_\_\_\_ 8. **Cancellation and Refund Policy** - I understand that if I cancel my trip due to injury, family emergency, or other conflict, I will be subject to the cancellation or change fees described on the Application Form and provided in the Booking Terms, and I agree to pay these fees. I understand that Guaycha Lopez et al. has the option of (1) substituting facilities or equipment of equal or greater value in place of the booked trip, or (2) refunding or rescheduling the boat passage portion of my trip only, in the event of a forced last-minute cancellation by Guaycha Lopez et al. due to mechanical failure or other circumstances within the control of Guaycha Lopez et al. I understand that Guaycha Lopez et al. may offer some consideration towards a future trip only if more than one full diving day on a given trip is lost due to circumstances within the control of Guaycha Lopez et al. I understand that Guaycha Lopez et al. are in no case responsible for airfare cancellation penalties or change fees, additional travel costs incurred in the event of a forced itinerary change to comply with government regulation or weather concerns, minor delays or inconvenience, missed connections, lost baggage recovery, or expenses incurred due to travel delays, whether or not such travel is booked by or through Guaycha Lopez et al. I understand that Guaycha Lopez et al. are not responsible if any factor not within the control of Guaycha Lopez et al. forces cancellation of the trip, including but not limited to political unrest, changes in government regulation, air carrier strike, or adverse weather. I agree to obtain trip cancellation insurance coverage if I wish my trip costs or other fees to be reimbursed in the event of any of the circumstances described above.

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this Assumption of Risk and the remainder of this document shall be construed as though the unenforceable provision had never been contained in this document and shall remain in full force and effect.

**I ACKNOWLEDGE THAT I HAVE READ AND INITIALED THE FOREGOING PARAGRAPHS, AND THAT I FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.**

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(For a Minor) Signature of Parent or Guardian: \_\_\_\_\_

IF MAILING IN THE US, PLEASE RETURN TO MAJESTIC EXPLORER C/O EXPLORER VENTURES (USA) LTD., PO Box 310, MILLS, WY 82644 USA