SAN DIEGO OCEANS FOUNDATION – OCEAN IN MOTION MARINE SCIENCE & SNORKELING DAY CAMP
LIABILITY RELEASE, VOLUNTARY ASSUMPTION OF RISK, INDEMNITY AND WAIVER OF CLAIM AGREEMENT

- PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING -

I acknowledge that I am and/or any minor child that I represent ("Minor Child") is aware that snorkeling (also known as skin diving) has inherent risk which may result in serious injury or death. In signing this release I acknowledge that in consideration of being allowed to participate in the Ocean in Motion Snorkeling Camp (the "Experience"), I for myself, and/or the Minor Child (if any), hereby personally assume all of the risks whether foreseen or unforeseen, that may befall upon me and/or the Minor Child (if any) while participating in this Experience or in any way related to participation in this Experience which may include serious injury and/or death. I, for myself, my heirs, executors, administrators, representatives, and Minor Child (if any), do hereby release, exempt, hold harmless, indemnify, and covenant not to file suit against San Diego Oceans Foundation, and/or any of their parents, affiliates, subsidiaries, and associated entities nor any of their respective employees, officers, directors, shareholders, agents, contractors or assigns (hereinafter referred to as "Released Parties") from any liability, loss, claims, demands and possible causes of action in any way resulting from or arising out of or in association with my and/or the minor child's (if any) participation in the experience whether arising from my and/or the minor child's (if any) negligence, gross negligence, or intentional conduct or the negligence, gross negligence or intentional conduct of any of the released parties.

I further represent that I have the authority to execute this agreement on behalf of myself and Minor Child and that my heirs, executors, administrators, and representatives, and any of the Minor Child's (if any) heirs, executors, administrators, and representatives will be prohibited from claiming otherwise because of my representations to the Released Parties. I agree on behalf of myself and the Minor Child (if any) to indemnify and hold harmless the Released Parties from any and all claims, including mine or those of the Minor Child or a third party, arising in whole or in part from my or the Minor Child's participation in the Experience. _____ **(Initial)**

I affirm the Minor Child (if any), and I are in good mental and physical fitness for snorkeling and are not under the influence of alcohol or any drugs that are contraindicated to snorkeling, or other physical activities involving water. If the Minor Child (if any) or I are taking medication, I affirm that we have seen a physician and have the physician's approval to participate in activities such as described herein. I further affirm that the Minor Child (if any) and I are not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I understand that snorkeling/skin diving are physically strenuous activities and that I will be exerting myself during this Experience, and that if the Minor Child and/or I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause whatsoever, that I expressly assume the risk of said injuries and that of the Minor Child (if any), and I will not hold the Released Parties responsible for the same. **_____ (Initial)**

I understand that past or present medical conditions may be contraindicative to my and/or the Minor Child's (if any) participation in the Experience. I affirm that the Minor Child (if any) and I are not currently suffering from a cold or congestion or have an ear infection. I further affirm that neither the Minor Child (if any) nor I have a history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that the Minor Child (if any) and I do not have a history of respiratory problems such as emphysema or tuberculosis. **I acknowledge that if I am unsure of the health risks associated with the Experience, I should consult a physician of my choice before participating in this Experience. _____ (Initial)**

I understand I and/or the Minor Child (If any) will be snorkeling with marine life during this Experience. I understand and acknowledge these are wild animals and their behavior cannot be predicted or controlled. I affirm that if I and/or the Minor Child (if any) is/are injured by any such marine life, regardless of the cause, the Minor Child (if any) and I will not hold the Released Parties responsible for any such injury or death. I hereby represent that the Minor Child (if any) and I will observe all applicable rules set forth by the Released Parties and that the Minor Child (if any) and I will generally conduct ourselves in a safe and prudent manner. I understand that if the Minor Child (if any) and I do not follow safety rules, our participation in the Experience will be immediately terminated. **_____ (Initial)**

In consideration for participating in the Experience, I agree for myself and the Minor Child that ALL claims for injury to person or property and/or death arising from my or the Minor Child's participation in the Experience shall be GOVERNED BY CALIFORNIA LAW and EXCLUSIVE JURISDICTION shall be in San Diego District Court or in federal court for the District of California. **_____ (Initial)**

I further state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT AND AGREE TO BE LEGALLY BOUND HEREBY. I HAVE FREELY EXECUTED THIS RELEASE.

_____ _____
Child's Full Legal Name Address

_____ _____ _____ _____ _____
Birth Date (Month/Day/Year) City State Zip Code Phone (xxx) xxx-xxxx

_____ _____
Parent or Legal Guardian Email

_____ _____
Parent or Legal Guardian's Signature Date