

# ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE SAKURA RESORT, ITS OWNERS, ITS EMPLOYEES, ITS AGENTS, OTHER ASSOCIATED PERSONNEL, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "SAKURA RESORT", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE:

1. I am a certified diver or a student diver under the direct supervision of an instructor and have been taught and understand scuba diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow divers, entering or exiting the water, boarding or disembarking boats, and activities on the docks and I SPECIFICALLY ASSUME SUCH RISKS. I acknowledge that I am physically fit to scuba dive and snorkel and I will not hold Sakura Resort responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while diving and/or snorkeling.
  2. Prior to leaving the dock, I will inspect all equipment to be used. I will notify an employee if any of my equipment is not functioning properly. I will not hold Sakura Resort responsible for my failure to inspect my equipment prior to diving and release all responsibility and legal liability from the use of this equipment or service, including but not limited to the maintenance of the equipment.
  3. I will be present and attentive to the safety briefing given by the divemaster and boat captain and if there is anything that I do not understand or have been taught differently, I will notify the boat captain immediately. I understand that I have a duty to plan and carry out my own dive and to be responsible for my own safety and the safety of my buddy. I will remain with my buddy at all times. I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500 PSI remaining in my tank. I will stop at 15 feet for at least 3 minutes when diving deeper than 40 feet or when planning and completing a dive that reaches the limits of the PADI recreational dive planner.
  4. I will immediately stop my dive if 1) I feel uncomfortable with my diving abilities; and/or 2) Diving conditions are worse than those for which I have been trained or for which I have experience.
  5. I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents and will not hold the above named persons or entities responsible for such acts.
  6. I fully understand and am aware that the dive boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.
  7. I understand and I am aware that SCUBA diving is a potentially HAZARDOUS activity. I understand that the sport of diving involves the risk of injury. I hereby agree to freely and expressly assume and accept any and all risks of injury or death while participating in diving activities.
  8. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE SAKURA RESORT AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING, BOATING, AND SCUBA DIVING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
  9. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Sakura Resort and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.
- I have read this agreement, am aware that it is a release of liability and a contract between myself and Stuart Cove's. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Witness \_\_\_\_\_

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date M/D/Y

\_\_\_\_\_  
Print Name of Parent or Legal Guardian

## Emergency Contact Information

Name	Relationship to You	Telephone Number

## Diving Insurance

Agency (e.g. DAN/PADI)	Policy Number	Telephone Number

*If you would like a DAN insurance application, please inquire at the check-in counter.*