



**LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT
SCUBA DIVING INCLUDING BOAT TRAVEL, SHORE DIVES
AND EQUIPMENT RENTAL; SNORKELING; TOURS; AND ACTIVITIES**

**Please read carefully and fill in all blanks before signing.
This is a legal document.**

Non-Agency Disclosure and Acknowledgement Agreement

I understand and agree that PADI Members ("Members"), including Paraiso del Buceo, SA de CV and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc., or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Paraiso del Buceo, SA de CV and/or the instructors and divemasters associated with the activity.

Liability Release and Assumption of Risk Agreement

I, or my child, have voluntarily applied to participate in sports and recreational activities offered by Paraiso del Buceo, S.A. de C.V. and the Released Parties, including but not limited to scuba diving, swimming, snorkeling, paddle boarding, whale shark or wildlife tours, cenote tours, and other activities and related equipment rentals and instruction (hereinafter collectively referred to as the "Activities"). I understand that participation in the Activities and use of equipment rentals poses inherent and other risks of INJURY and DEATH to me and/or my child, including but not limited to during related transportation, instruction, and participation in the Activities both on and off the premises, including, where applicable, those hazards occurring during boat travel to and from the dive or activity site (hereinafter collectively referred to as "Excursion").

I understand that the risks of the Activities and the Excursion include, but are not limited to, drowning, hypothermia, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, and all injuries occurring while getting on or off a vessel; interactions with wildlife and sea life; all other perils of the sea; changes in weather or temperature; risks associated with swimming, diving, and traveling in open water, cenotes and caves; and failure of equipment; all of which can result in serious injury or death. I understand the Activities and/or Excursion will be conducted at sites that are remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Activities and/or Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in or associated with the Activities and the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip (if applicable), scuba dive(s) whether conducted as a certified diver or a student diver in a diving class, and all risks of all other Activities.

If I choose to participate in scuba diving and related activities, I hereby affirm that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving.

I understand and agree that neither the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor Paraiso del Buceo, SA de CV, its owners, officers, employees, agents, related entities, contractors or assigns nor any of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in the Activities or the Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ If I choose to participate in scuba diving and related activities, I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/ vessel crew.

_____ I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I acknowledge that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly. I agree to reimburse Paraiso del Buceo, SA de CV for the loss or breakage of any and all rental equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

_____ I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. 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 agree that any and all claims arising from or related to the Activities or this Agreement are subject to the laws of Mexico and must be brought in a court of competent jurisdiction in Quintana Roo, Mexico.

_____ I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

_____ I acknowledge that Dive Paradise and other participants may photograph or videotape the Activities. I agree that Dive Paradise may use these recordings in any way including, but not limited to, for marketing purposes and as evidence in any legal proceeding, without restriction and without compensation to me.

_____ I, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE I SIGNED BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)