

BORNEO DIVERS & SEA SPORTS (S) SDN BHD

Assumption of Risk and Complete Release of Liability

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE THE RESPECTIVE SERVICE PROVIDERS IN THE MAMUTIK ISLAND IN KOTA KINABALU, SABAH, MALAYSIA, THEIR OWNERS, EMPLOYERS, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", 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 UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SNORKELLING, DIVING, BOATING AND ALL WATER RELATED ACTIVITIES, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks or in the water or any part of the Mamutik Island and I HEREBY ASSUME SUCH RISKS.

2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

3. I assert that I am physically and mentally fit to carry out all prescribed activities and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while snorkeling, diving, riding on the boat, or otherwise participating in the trip.

4. I fully understand that Mamutik Island and the boats have very limited medical facilities and supplies and that in the event of illness or injury sustained appropriate medical care must be summoned by radio and delayed until I can be transported to a proper medical facilities for medical attention. I agree in advance to these situations.

5. The participating dive store, boat and released parties have made no representation to me that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid or assistance, I will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance or rescue or first aid.

6. IT IS MY INTENTION BY THIS CONTRACT TO GIVE UP MY RIGHT TO TAKE LEGAL ACTIONS AGAINSTS ANY PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY POSSIBLE NEGLIGENCE OR GROSS NEGLIGENCE AND I SHALL ASSUME ALL RISKS IN CONNECTION WITH SNORKELLING, DIVING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZING OF THIS ACTIVITY.

7. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and condition of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties 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 contract, I am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free and will agree to be bound by it, from the date of my signature, forever into the future

	<u>NAME OF PARTICIPANTS</u>	<u>SIGNATURE</u>	<u>NATIONALITY</u>	<u>GENDER(F/M)</u>	<u>AGE(YRS)</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
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12	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____
20	_____	_____	_____	_____	_____

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

	<u>NAME OF PARTICIPANTS</u>	<u>SIGNATURE OF PARENTS/GARDIAN</u>	<u>NATIONALITY</u>	<u>GENDER(F/M)</u>	<u>AGE(YRS)</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____