

This document must be initialed where indicated and signed below without modification.

This SIGNED and INITIALED document must both be: (1) sent to your booking agent via fax, upload or email in order to confirm your reservation, and (2) given as an ORIGINAL FORM to the Captain upon arrival.

For and in consideration of Explorer Ventures (USA) Ltd. (as booking agent) and Explorer Ventures Ltd., Explorer Ventures (TCI) Ltd. and/or ARM Cayman Ltd. (as transportation and/or service providers) (collectively known as EV) 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 EV 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 of the 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 EV complies 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.explorerventures.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 EV'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 understand that no vessels are owned in whole or part by Explorer Ventures (USA) Ltd., which provides marketing and sales services, and that each vessel is owned and operated by non-US companies and is listed as a member of the Explorer Ventures Fleet. I understand and agree that vessel operations and protocols are the sole responsibility of the vessel owner/operator.
- _____ 6. 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 but not limited to remoteness by time and/or distance from any medical facilities, and I expressly assume such risks.
- _____ 7. I shall observe strictly and comply with such additional reasonable terms and regulations as EV 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 EV's vessel, for insurance, safety or other reasons.
- _____ 8. By signing this document, I, on behalf of myself, my heirs, and estate, agree to exempt, waive, release, and forever discharge EV and their agents, servants and employees from any and all claims or causes of action, now known or hereafter known in any jurisdiction throughout the world, including but not limited to liability for personal injury, property damage, wrongful death and loss of services caused by the negligence of EV or its servants, employees or agents whether in transit or aboard the vessel, in the water, or during onshore excursions or tours. I shall (1) indemnify and hold them harmless from any and all claims, loss or liability of any kind whatsoever whether foreseen or unforeseen, including costs and attorneys' fees, in law or in equity, arising out of or resulting from any claim related to my participation in EV's activities and (2) agree to interpret this agreement only according to the laws of the State of Wyoming, USA and (3) agree that any such suit must be brought only in the courts of the State of Wyoming, USA.
- _____ 9. I acknowledge that participation in activities where multiple people are present carries an inherent risk of contracting a communicable disease, including but not limited to the SARS-CoV-2 and other diseases that may cause serious illness or death. I voluntarily assume all risks related to exposure to any diseases and/or illnesses, whether aboard the vessel or in transit to or from the vessel. I furthermore assume all responsibility for complying with all health, maritime, and travel regulations in place for travel to/from and residence aboard the vessel.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

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: _____

Signature of Parent or Guardian (For a Minor): _____

EXPLORER VENTURES (USA) LTD., PO Box 310, MILLS, WY 82644 USA

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