



**WAIVER AGREEMENT -ASSUMPTION OF RISK, LIABILITY
RELEASE AND INDEMNITY**

I certify that the statements made by me in my Galaxy Diver Application and Booking Forms concerning my personal information, good health and fitness, diving experience and certification are correct and truthful in all respects. I understand and agree that Galaxy Diver, an Ecuador based company, its agents or employees, accept no responsibility whatsoever for determining my physical fitness to engage in snorkeling, hiking, boat rides, scuba diving or any other physical activities in which I may participate in connection with the trip I have reserved. I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

For and in consideration of Galaxy Diver, charters and programs, operators of transport boats as may be needed, travel or booking agencies, airlines, resorts, hotels, tour guides, tender operators, yacht personnel, small craft, local vans, taxis, buses and any other individual or company needed for the trip I have reserved, along with any officers, directors, shareholders, agents, employees and/or affiliated companies (hereinafter collectively referred to as RELEASED PARTIES) permitting me to board, reside on and participate in snorkeling, hiking, scuba diving and other activities associated with the trip I have reserved (hereinafter collectively referred to as ACTIVITIES or ACTIVITY), I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident, injury or sickness that may arise or result, directly or indirectly, from ACTIVITIES in which I engage on the trip I have reserved.

I hereby voluntarily and knowingly represent and agree for myself and my heirs, executors, administrators and assigns the following:

DIVERS: In the line, please HAND WRITE your initial beside each clause to accept. Typed initials, checked lines or writing yes are not acceptable.

_____ 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 (a) that scuba diving is a physically strenuous activity and that I will be exerting myself during dive excursions, (b) of the risks inherent in the ACTIVITY and instruction of skin and scuba diving, and (c) that it is not the function of Galaxy Diver, or its agents, yacht crew personnel or employees to act as the guardians of my safety, and I expressly assume these risks.

_____ 2. I 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 ACTIVITIES.

_____ 3. I am certified diver and understand that diving in the Galapagos requires at least 50 logged dives and experience in currents. I have dived in similar currents and water conditions. So I will be adequately prepared for the trip and my lack of experience will not affect other divers experience. If I do not meet these requirements, I **agree** to hire certified private dive guide provided by Galaxy Diver with an additional cost. I understand that if my experience is deemed insufficient, I may be denied the right to dive and will respect the decisions of the dive authorities onboard. I also acknowledge that no refunds will be requested under such circumstances. Additionally, I understand that while nitrox is not mandatory, it may be necessary. I am certified or will be certified before using nitrox in the Galapagos . If I do not meet these requirements.



_____ 4. I understand that even if I follow all of the appropriate dive practices, there is still some risk of me sustaining a heart attack, decompression sickness, embolism or other diving-related injuries, and I expressly assume the risk of such injuries or illnesses. Furthermore, I confirm and commit I have dived at least six months prior to the upcoming liveaboard trip in the Galapagos Islands.

_____ 5. I further understand that diving in ocean waters involves additional risks due to the environment, animal or sea life (such as sharks), currents and mechanical or equipment failure (my own or rental equipment) or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

_____ 6. In case of a medical emergency, I authorize the captain and/or crew of the boat and/or other personnel, if the injury occurs during one of our ACTIVITIES, to administer first aid or get proper medical attention if necessary. I understand that the nearest medical facility and/or recompression chamber may be many hours away and I may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary by myself, doctors, the yacht or tour personnel.

_____ 7. I affirm that: (a) I have no medical history or condition and am taking no medication contraindicated for diving, or (b) 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 cannot provide a current doctor's recommendation of my fitness to dive, I will be unable to participate in diving activities for the trip I have reserved, and that no refund or other consideration will be given.

DIVERS AND NON-DIVERS:

_____ 8. 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 remoteness by time and/or distance from any medical facilities, and I expressly assume such risk.

_____ 9. I shall observe strictly and comply with such additional reasonable terms and regulations as local operators and/or its employees may from time to time deem desirable or needful to prescribe before or during any ACTIVITIES I undertake onboard or on land during the tour I have reserved, for insurance, safety or other reasons.

_____ 10. I understand and agree that, in consideration of being allowed to participate in the trip I have reserved and the ACTIVITIES that may be available in connection with that trip, I hereby waive, release and absolve the RELEASED PARTIES of and from any and all liability and responsibility for personal injury, property loss, death, loss of services and any and all other damages that I may sustain in conjunction with or arising out of my participation on the trip I have reserved and the ACTIVITIES made available in connection therewith, whether such injuries, losses or damages result from negligence, products, liability, strict liability, seaworthiness of the yacht, equipment rentals are the fault



of any of the RELEASED PARTIES. I further agree to defend, indemnify and hold harmless the RELEASED PARTIES from any claim or lawsuit by me or anyone purporting to act on my behalf for any such personal injury, property loss, death or other damages. In the event I shall prosecute any such claim against Galaxy Diver II, and/ or its local operators, employees or agents, I shall (a) indemnify and hold them harmless from any and all loss or liability, including costs and attorneys' fees, and (b) agree to interpret this agreement according to the laws of Ecuador. I further agree that any claim brought by me or my successors against any party or persons whatsoever, arising in any matter out of or relating in any manner to this reservation or any contract formed hereby or hereafter on the basis of this reservation, or any act or circumstance arising from or related to any use by myself of any vessel, facility or employee, agent, affiliate, yacht personnel or subsidiary of all RELEASED PARTIES, whether in tort, in contract or otherwise must be adjudicated solely within the tribunals and courts in Ecuador and not in any other place, tribunal or court, including, but not limited to, signatory's place of residence as stated in this reservation, and must be brought within 180 days from the date of the alleged accident, event, occurrence, or other basis for the claim, or else will be absolutely time-barred. Any lawsuit against any RELEASED PARTIES filed more than 270 days after the date of the alleged accident, event, occurrence, or other basis for the claim, will be absolutely time-barred.

_____ 11. I understand that Galaxy Diver and/or it's local operations, agents, employees, etc (RELEASED PARTIES) are in no case responsible for airfare cancellation penalties or change fees, nor additional travel costs incurred in the event of a forced itinerary change to comply with government regulation, Force Majeure, weather concerns, minor delays or inconveniences, missed connections, lost baggage recovery, or expenses incurred due to travel delays, whether or not such travel is booked by or through Galaxy Diver, it's agents or operators. I understand that Galaxy Diver, is not responsible if any factor not within their control forces cancellation of the trip, including but not limited to political unrest, volcanic eruptions, tsunamis, air carrier strike, adverse weather nor any known or unknown government regulation or Galapagos National Park regulation which may affect the reservation I have made. I agree to obtain trip cancellation insurance coverage if I wish my trip costs or other fees to be reimbursed in the event of any of the circumstances described above.

_____ 12. I understand and agree that the RELEASED PARTIES reserve the right to deny my reservation for any reason whatsoever. I fully understand that it is my responsibility to conduct myself with reasonableness and follow all of the rules and regulations set forth by the captain and crew on any vessel. I acknowledge and agree that if, at any time, my behavior is deemed inappropriate, unsuitable, or, in any way, endangers the boat, passengers, divers or the marine ecosystem, the captain has the right to refuse service to me or to remove me from the boat.

_____ 13. I further represent and agree:

(a) That I am of legal age and am competent to sign this Waiver and Release Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver and Release Agreement.

(b) That I will inspect my snorkeling, scuba diving or other program equipment prior to engaging in the Activities and that I will notify the RELEASED PARTIES if any of the equipment is not working properly. I will not hold the RELEASED PARTIES responsible for any injuries received as a result of my failure to



inspect the equipment and/or to notify RELEASED PARTIES of any equipment that is not working properly prior to engaging in the ACTIVITIES, whether equipment is my own or rental equipment.

(c) If I do obtain any equipment for any program ACTIVITY from any of the RELEASED PARTIES, I accept the equipment as is. RELEASED PARTIES accept no responsibility for any defect in any of the equipment of RELEASED PARTIES and do not warrant that it is suitable for any particular purpose. I agree that the use of any such equipment is entirely at my own risk. I shall return any equipment so obtained in good order and operating condition and shall be financially liable for any breakage or deviations there from.

(d) That, in executing this Waiver and Release Agreement, I am not relying upon any oral or written representations or statements made by the RELEASED PARTIES, or others, except as what is set forth in this Waiver and Release Agreement. I also understand that voiding, deleting, erasing, striking or by any other means altering any part of this Waiver and Release Agreement is prohibited and does not discharge or release me of that or any other part of this Waiver and Release Agreement.

_____14. I hereby give Galaxy Diver, and/or it's local agents, operators, employees, etc. the absolute and irrevocable right and permission with respect to photographs and/or videos that have been taken of me or in which I may be included with others: (a) To copyright the same in whatever name they may choose, and (b) to use and/or publish the same in whole or in part for any purpose whatsoever, including illustration, advertising and promotion, and advertising trade; (c) To use or disclose my name in connection therewith if Galaxy Diver it's agents, operators, etc. so chooses.

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 further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the country of Ecuador, South America. Delivery of an executed signature page to this Agreement by e-mail shall be effective as delivery of a manually executed signature of this Agreement. I understand that if I fail to return this signed waiver in a timely manner, I may be denied boarding or charged a \$100 administrative fee to execute this Agreement on site.

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, AND THAT I AGREE TO ABIDE BY THE TERMS SET FORTH IN THIS AGREEMENT:

PRINTED NAMESIGNATURE

DATE OF SIGNATURE

DATE OF GALAXY DIVER 2- DEPARTURE.

Return to your travel advisor. No digital initials or signatures accepted. You **MUST BRING** this waiver to present when you board