

**AGREEMENT, RELEASE OF LIABILITY
AND ASSUMPTION OF RISK**

NOTICE: You are not required to participate in any Diving activities with Nautical North Family Adventures. There are other SCUBA Diving Charter Operators in the State of Michigan, and you may consult your telephone company's yellow pages for further information. However, in the event that you wish to participate in SCUBA Diving activities with Nautical North Family Adventures, you must sign this waiver and release

In consideration of being permitted to utilize the facilities and/or Vessels of Nautical North Family Adventures, (and its associated entities), to engage in the exercise of SCUBA Diving and/or other related activities. I hereby agree as follows:

1. **Parties Included.** I understand that this Agreement, Release of Liability and Assumption of Risk includes Nautical North Family Adventures, its instructors, officers, directors, employees, volunteers, and agents, associated entities, partners, anyone working with or for Nautical North Family Adventures, and anyone involved in my SCUBA Diving and/or other related activities. All of the above parties are also hereby collectively referred to as the "Released Parties".

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2. **Risks Contemplated.** This Agreement is made in contemplation of all training, SCUBA Diving, instructional and/or recreational SCUBA Diving activities conducted on Nautical North Family Adventures premises/Vessels whether participated in directly by me or viewed by me (hereinafter "Activities").

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3. **Release from Liability.** I hereby release and discharge the above "Released Parties" from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries or damages arising out of my participation in the aforementioned Activities even if caused by negligence or other fault of the above "Released Parties".

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4. **Covenant Not to Sue.** I further agree that I will not sue or make claim against the above "Released Parties" for demands or other losses sustained as a result of my participation in the Activities even if caused by negligence or other fault of the above "Released Parties".

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5. **Indemnification and Hold Harmless.** I also agree to indemnify and hold the above “Released Parties” harmless from all claims, judgments and costs, including but not limited to actual attorney fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in SCUBA Diving Activities. I further agree that part of my obligation to indemnify and hold the above “Released Parties” harmless from all claims, judgments, and costs, I agree to post a bond in the amount of \$5,000.00 in favor of the above “Released Parties,” in the event any action is brought as a result of my participation in Activities.

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6. **Assumption of Risk.** I understand and acknowledge that SCUBA Diving and its related activities are inherently dangerous and Activities, whether or not caused by the negligence or other fault of the above “Released Parties,” including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the facilitation, rescue attempts, or any other injury I may sustain even if caused by negligence or any fault of the above “Released Parties”.

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7. **Parties Bound by This Agreement.** It is my understanding that this Agreement be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that or who may be able to or does die because of my injury or death. It is further my understanding and agreement that this Agreement is intended to and does in fact release the above “Released Parties” from any and all claims or obligations whatsoever arising in any way from my participation in Activities, even if caused by the negligence or other fault of the above “Released Parties”.

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8. **Duration of Release.** It is my understanding and intention that this Agreement be effective for all Activities I may participate in, and for any subsequent Activities which are with the above “Released Parties,” today’s date or any subsequent dates.

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9. **Enforceability.** I agree that if any portions of this Agreement are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or any policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.

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10. **Legal Rights.** I acknowledge and understand, that by signing this document I am giving up important legal rights and its my intention to do so.

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11. **Waiver.** I hereby waive all duty of care, whether by omission or commission, or any other duty which may be owed to me by the above “Released Parties.”

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12. **Construction.** It is my understanding with the above “Released Parties” and my intention that this document be broadly construed in favor of the above “Released Parties” and against me and that any and all ambiguities be resolved in favor of the above “Released Parties”.

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13. **Choice of Laws.** I agree that this Agreement shall be interpreted under the laws of the State of Michigan, no matter where I reside or where I execute this Agreement. Venue for any disputes shall be in Cheboygan County, Michigan.

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14. **Medical Service.** I am fully aware and understand Nautical North Family Adventures does not have on or about the vessel, or employ, or contract with any medical service providers for ordinary or emergency medical services.

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I HAVE READ AND FULLY UNDERSTAND THE ABOVE RELEASE/WAIVER AND ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER VOLUNTARILY AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Dated:

Signature of Participant

Printed Name of Participant

Dated:

Signature of Parent/Guardian
(if Participant is under 18)

Printed Name of Parent/Guardian

Address of Participant

Telephone Number of Participant