



SHARK DIVE MAUI

CULTIVATING CONNECTION & RESPECT

EXEMPTION FORM & WAIVER OF LIABILITY FOR INJURY & LOSS

The terms used in what follows shall have the following meanings:

“Agreement” shall mean the agreement herein between Maui Ocean Center Management and the Diver.

“Maui Ocean Center” shall mean Maui Ocean Center and shall include its directors, servants, agents, officers, shareholders and their respective successors and assigns.

“Diver” shall mean the person so designated whose name appears hereon and whose signature appears below.

“Diving Facility” shall mean the main tank, filter tanks and any and all exhibit tanks at the Maui Ocean Center facility at Ma`ālaea, Maui, Hawai`i, and shall include all the animals, all the water therein, and all objects whatsoever howsoever constituted therein and thereabout.

READ THE FOLLOWING TERMS AND CONDITIONS COMPLETELY AND CAREFULLY; THEY EFFECT YOUR LEGAL RIGHTS.

I, _____ **(Diver)** acknowledge and agree with Maui Ocean Center that:

There are risks and dangers inherent to scuba diving, snorkeling, and the entering into the Diving Facility which include, but are not limited to, death, dismemberment, paralysis, broken bones, cuts, abrasions, disfigurement, panic, mental and emotional distress and/or contact with the animals and other objects in the Diving Facility. I also acknowledge that Maui Ocean Center is not an insurer of my safety. By signing this Agreement, I agree to accept all risks and dangers inherent to my activity in and around the Diving Facility and agree to assume full responsibility for any injuries or damages that may occur to me in or about the Diving Facility.

Maui Ocean Center’s agents give neither a guarantee nor an assurance of the safety of the Diver person or the property at any time whilst the Diver is in or about the Diving Facility.

The Diver has not entered into this Agreement and will not be using the Diving Facility (such use including entry to and exit from the Diving Facility) with any assurances expressed or implied by Maui Ocean Center of the safety of the Diver’s person or property.

Maui Ocean Center will not be responsible for any loss or injury whatsoever and howsoever caused to the Diver at any time whilst the Diver is using the Diving Facility (such use including entry to and exit from the Diving Facility), whether such loss or damage is due to the negligence, whether by act or omission of Maui Ocean Center or otherwise, and whether or not such loss or injury is due to reliance by the Diver upon any instructions, directions, suggestions or advice given to the Diver by Maui Ocean Center, and whether or not such loss or injury is caused by any want of care in the design, construction, maintenance, management or control of the Diving Facility by Maui Ocean Center or by any person for whom Maui Ocean Center are jointly or severally liable.

That in respect of the Diver’s use of the Diving Facility including his/her entry to and exit from the Diving Facility and his/her swimming and submergence in the waters thereof and his/her contact with the animals therein or any objects therein or thereabout, Maui Ocean Center shall not be liable to the Diver for any loss or damage to the Diver’s person or property arising or resulting from any act or omission whatsoever whether such loss or injury is due to negligence or otherwise, or the loss or injury is due to any statements, information or advice or the loss or injury arises in relation to the design, construction, maintenance management or control of the Diving Facility.



SHARK DIVE MAUI

CULTIVATING CONNECTION & RESPECT

EXEMPTION FORM & WAIVER OF LIABILITY FOR INJURY & LOSS CONTINUED

Every exemption from liability, defense and immunity of whatsoever nature applicable to Maui Ocean Center or to which Maui Ocean Center is entitled under this Agreement shall also be available and shall extend to protect every one of its directors, servants, officers, shareholders, and agents and their respective successors and assigns and for the purpose of this clause, Maui Ocean Center shall be or shall be deemed to be acting as agents or trustee on behalf of and for the benefit of all persons who are or might be its directors, servants, officers, shareholders, and agents and their respective successors and assigns from time-to-time as well as on its own behalf and all such persons shall to this extent be or be deemed to be parties to this Agreement.

For myself, and for my heirs, executors, administrators, assigns, personal representatives and next of kin, I waive, release and forever discharge and hold harmless Maui Ocean Center from any and all claims, actions, liability, causes of action, demands, judgments, rights, costs, and expenses of whatever nature and kind I may have or may hereafter have or acquire including, but not limited to, personal injury, mental anguish or distress, death, property damage, or loss arising out of, or in any way related to or connected with the Maui Ocean Center and my activities in or about the Diving Facility.

BY SIGNING THIS DOCUMENT, DIVER ACKNOWLEDGES WAIVER OF ANY RIGHTS OF DIVER AND/OR DIVER FAMILY MAY HAVE IF INJURED IN OR ABOUT THE DIVING FACILITY.

I HAVE READ & FULLY UNDERSTAND ALL OF THE ABOVE TERMS & CONDITIONS AND RECEIVED A BRIEFING DESCRIBING THE NATURE AND RISKS OF THE DIVE BEING UNDERTAKEN AT THE MAUI OCEAN CENTER, AND BY SIGNING BELOW, VOLUNTARILY AGREE TO BE BOUND TO THE TERMS HEREIN.

Signature (Diver)

Date

I, Frances Anakalea, for "Maui Ocean Center" hereby witness that the Diver has read and signed this Agreement.

Signature (Maui Ocean Center)

Date

STATEMENT OF SWIMMING COMPETENCY & HEALTH

I hereby state that I am in good health for SCUBA/snorkel diving and that I am able to swim. I do not have any Cardiovascular Disease, Asthma or Epilepsy. If I am taking any medication, I will obtain and follow medical advice before undertaking diving activities at "Maui Ocean Center".

Signature (Diver)

Date

PARENT/GUARDIAN CONSENT (18 YEARS OF AGE AND YOUNGER)

I, _____, Parent / Guardian, give consent for _____ my son / daughter, _____ years of age, to actively participate at "Diving Facility", acknowledge and agree to all terms herein.

Signature (Diver)

Date



SHARK DIVE MAUI

CULTIVATING CONNECTION & RESPECT

LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT

This AGREEMENT is entered into between MAUI OCEAN CENTER and _____ (Diver), for the rental of scuba and/or skindiving equipment.

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving, I affirm that I am a certified scuba diver or student in a scuba diving course/program under the supervision of a certified scuba instructor.

I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I also agree and understand that Maui Ocean Center and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

BY SIGNING THIS DOCUMENT, DIVER HAS CAREFULLY READ AND FULLY UNDERSTANDS THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT, AND INFORMED DIVER'S HEIRS OF ITS CONTENT, THEREFORE VOLUNTARILY AGREE TO BE BOUND TO THE TERMS HEREIN. I EXEMPT AND RELEASE ALL PARTIES AND RELATED ENTITIES AS DEFINED ABOVE, FROM LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, AND/OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY AND/OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

Signature (Diver)

Date

PARENT/GUARDIAN CONSENT (18 YEARS OF AGE AND YOUNGER)

I, _____, (circle one) Parent / Guardian, give consent for _____
(circle one) my son / daughter, _____ years of age, to actively participate at "Diving Facility", and acknowledge and agree to all terms herein.

Signature (Diver)

Date