

RELEASE OF LIABILITY EXPRESS ASSUMPTION OF RISK MINOR'S WRITTEN CONSENT

You must bring a copy of this completed form with you on the boat

All information must be filled out completely. Print or type clearly. E-mail to reservation@tiarecruise.com

Please, read carefully the present document. By signing this document you are assuming responsibilities and waiving legal rights.

Reservations are not confirmed **until Cruise Enrollment Form** and the **Release of Liability** have both been received by reservation@tiarecruise.com for each passenger.

In order to allowing me, or the person I represent, to participate as passenger or guest in the organized cruises by Asia Luxury Cruises & Diving LTD (hereinafter, simply The Company, including their principals; directors; representatives; agents; attorneys; officers; employees and workers, dependent or not, subordinate or not, wage earner or not.)

I, _____ (hereinafter, simply The Participant) hereby acknowledge that I have been advised and thoroughly informed of the inherent hazards of scuba diving, snorkeling, swimming and other aquatic activities and participating in a liveaboard dive expedition to Indonesia.

Therefore, I understand, agree and accept:

(1) That even though I may follow all appropriate and safe practices associated with the scuba diving, there is still a risk of my sustaining decompression sickness, embolism, hyperbaric injuries and/or other injuries, and I expressly assume the risk of any or all of said injuries, including death and release The Company of any responsibility or liability in confront of such risks.

- YES - NO

(2) That I am aware of the dangers of breath-holding while engaging in aquatic activities so I expressly assume the risk of any or all of said injuries, including death and will not hold The Company responsible for any and all of such injuries.

- YES - NO

(3) That I will be in a diving trip and/or land tour in remote areas, isolated by time and distance, from such a decompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a decompression chamber in proximity to the dive site and I expressly assume the risk of engaging in the activities in such remote locations and release The Company of any responsibility or liability.

- YES - NO

(4) That in case of accidents or medical problems arising during the voyage, either on board or on shore, which result in costs for medical services, decompression chamber treatment, evacuation, use of aircraft or repatriation, the responsibility for payment of these costs belongs solely to me. I declare that I have signed up for an insurance and that my insurance has sufficient coverage for any kind of emergency .

- YES - NO

(5) That I will inspect my snorkeling and/or scuba diving equipment prior to engaging in the activities and that I will notify The Company if any of the equipment is not working properly. Prior to each dive, I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity. I do not expect my



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equipment to be inspected by anyone else. I will not hold The Company responsible for any injuries received as a result of my failure to inspect the equipment and/or to notify of any equipment that is not working properly prior to engaging in the Activities.

- YES - NO

(6) That if I do obtain any equipment from any of The Company, I accept the equipment as it is. The Company accept no responsibility for any defect in any of the equipment of Releases and do not warrant that it is suitable for any particular purpose.

- YES - NO

(7) That The Company shall not be liable for any acts, omissions, failures of any third parties such as ground, air or other travel services, tour agencies, guides, public carriers, etc. Then it is my responsibility to arrive on time at the cruise's departure point.

- YES - NO

(8) That in consideration of being allowed to enroll on this Cruise I hereby personally assume all risks associated with this trip and I release The Company from all responsibility or liability, to the greatest extent allowed by law, for any loss or damages to the property or personal injury or death, even though I was not diving or I do not practice scuba diving or other aquatic activities. I understand and agree that The Company may not be held liable or responsible in any way for any injury, including death, or other damages to me or my family, heirs, or assigns, that may occur as a result of my participation of this Cruise or as a result of: circumstances such as but not limited to: interaction with any wild life or natural environment, chemical envenomization, contamination of foods, air or water; diving or snorkeling activities, etc.; causes related to the "Force Majeure" or Acts of God and Unavoidable Acts of Man, such as but not limited to: weather and climatic events, meteorological conditions, earthquake and volcanic activity, health or safety public risk, riots or strikes, acts of war, insurrection, revolt or other civil uprising or military action, acts of terrorism or piracy, requirements of governmental authorities, etc; acts, omissions, failures of any third parties such as ground, air or other travel services, tour agencies, guides, public carriers, rescue operators, etc; acts, omissions, failures of the own Participant; acts, omissions, delays, failures or other irregularities, however caused by directly or indirectly or/and concurrent with the negligence of The Company, whether passive or active; causes related to unforeseen or unavoidable circumstances.

- YES - NO

(9) That I further agree to save, defend, indemnify, and hold harmless The Company from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation on this Cruise including claims arising during the trip even if claims may be groundless, false or fraudulent.

- YES - NO

(10) That I agree to leave all land, surface and sub-surface visited sites undisturbed. I will not willfully damage, collect or remove any live animal, shellfish, fish, coral and/or items pertaining to shipwrecks, including fixtures, from their present marine environment or ecosystem. I shall bear full responsibility and financial liability for any violations of this provision.

- YES - NO

(11) That I waive and relinquish, in favor of The Company, any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, arising from or in connection with/or as a result of my participation of the Cruise including, without limitation, those for or relating to accident, personal injury, illness, theft, property damage and/or wrongful death occurring to me, wherever and however such injuries, damages or death may occur and for whatever period of time the Activities may continue, whether caused by negligence of The Company or otherwise.

- YES - NO



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(12) That this document shall be governed, interpreted, construed, enforced and determined according to the laws of Indonesia. That if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this document shall remain in full force and effect. That, despite the foregoing prohibition against suing The Company, if any lawsuits are filed against The Company, such lawsuits shall be adjudicated only in the courts or tribunals of Denpasar Indonesia, to the exclusion of any other courts or tribunals.

- YES - NO

Therefore, as a consequence of the previous provisions I have already accepted, I declare that I am of legal age in the jurisdiction of my residence and am competent to sign this document or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent completely understands and concurs with this document. I understand that the terms herein are contractual and not mere recital, and that I have signed this document of my own free act.

PARTICIPANT NAME

PLACE AND DATE OF BIRTH

PARTICIPANT SIGNATURE

WITNESS NAME

WITNESS ADDRESS

PLACE AND DATE WITNESS SIGNATURE

FOR MINORS

FULL NAME OF PARENT OR LEGAL GUARDIAN

PLACE AND DATE SIGNATURE

NAME OF MINOR AGE OF MINOR

IMPORTANT

In consideration of the responsibilities and risks that The Participant, costumer or invited, will assume by signing this document, The Company highly recommend that The Participant purchase a comprehensive medical and trip cancellation or interruption insurance and specific accident diving insurance.

At the booking time the participant must send to The Company the Cruise Enrollment Form and the Release of Liability duly filled and signed and send them by E-mail to sales@tiarecruise.com or by Fax: +62

Reservations are not confirmed until this document Release of Liability and the Cruise Enrollment Form have both been received by Tiaré.

The Tiarè advise all our divers coming on the boat with medical certificate aptitude.

Date

Signature