

AGREEMENT AND RELEASE OF LIABILITY

I, _____, have voluntarily enrolled in a NAI'A Cruises Fiji, Ltd. diving excursion.

I am aware that my participation in the excursion, including land or sea travel during the excursion, involves numerous risks of delay and injury to persons or property, including, but not limited to, weather conditions, acts of God, diving risks, equipment malfunction or safety, limited access to medical care, indigenous plant and animal life, strikes, thefts, pilferage, force majeure, and civil disturbances and I freely assume those risks.

In addition, I realize and accept that NAI'A Cruises Fiji, Ltd. and its owners, officers, directors, agents and employees assume no responsibility or liability for service, transportation, quality, condition, or safety of equipment made available to excursion participants or the acts of any employee or agent of any establishment, firm, person or entity providing such services, facility, service, or equipment to participants. This includes, but is not limited to, responsibility or liability for injury to persons or property, or delay, resulting directly or indirectly from: substitutions of facilities or equipment, detention, annoyance, weather delays and expenses arising from quarantine, failure to depart as scheduled, government restrictions or regulations, discrepancies or change in transit. I also realize and accept that reasonable changes in itinerary may be made when deemed advisable for the comfort and well-being of the participants.

As lawful consideration for being permitted to enroll in a NAI'A Cruises Fiji, Ltd. diving excursion, I agree to release from any legal liability and agree not to sue NAI'A Cruises Fiji, Ltd., its owners, officers, directors, agents, and employees, for any and all injuries, property loss, property damage, delay, or death caused by or resulting from any participation in the dive excursion or the sport of diving whether or not such injury, property loss, property damage, delay, or death was caused by alleged negligence.

I am aware that this contract is legally binding and that I am releasing legal rights by signing it.

Signature

Date

Signature of participant or parent/guardian,
if participant is a minor

CERTIFICATION AND ASSUMPTION OF RISK

This agreement is governed by the laws of Fiji and any action, suit, or proceeding shall be brought before the Courts of Fiji, which shall have exclusive jurisdiction. By signing this form, the undersigned waives the right to trial by jury and any and all objections to venue.

In consideration for participation in dive/travel excursion activities with NAI'A Cruises Fiji, Ltd., certify, acknowledge, and agree to the following, each paragraph of which I have read and initialed.

_____ I understand that sea travel imposes risks and dangers including the dangers of being present during ship boarding, unboarding, ocean travel and small boat travel; risks due to inclement weather; risks due to environment; and the general risks of a seafaring vessel including, but not limited to, wet and slippery surfaces and belongings and equipment moving about during travel, all of which dangers and risks may result in injury or loss of life, and I assume any and all such risks.

_____ I recognize that NAI'A dive/travel excursions may include land activities, and I assume any and all risks of injury, illness, or death, as well as those situations where I, or my property, might be detained, delayed, or quarantined.

_____ I understand that I am responsible for my property and its safety and assume any and all risks inherent in sea travel and /or land travel which may result in damage, theft, or destruction of my property.

_____ I understand that sea travel may involve dangerous situations, and agree to abide by the wishes and direction of the NAI'A crew in the event that the boat or any of its passengers or crew are in danger or are perceived to be in danger.

_____ I affirm that I am in good mental and physical condition for diving/snorkeling, but I understand that diving/snorkeling is a physically strenuous activity, that I will be exerting myself during this excursion, and I expressly assume the risk of such activity.

Signature

Date

Name
