



BOAT TRAVEL AND SCUBA DIVING
Liability Release and Assumption of Risk Agreement

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site, land activities, dives from shore or from a resort (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that may be remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class.

I understand and agree that neither the dive professional(s); nor Michel Labrecque, nor Julie Ouimet, nor the crew or owner of the vessel LIMITLESS; nor N2Pix Group G.P., N2Pix Expeditions, its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand and acknowledge that the Released Parties have put in place preventative measures to reduce the spread of infectious diseases including COVID-19 and I expressly agree to abide by any rules and regulations implemented to carry out those measures, however, I understand that the Released Parties cannot guarantee that I will not be exposed to or contract COVID-19 or other diseases. By utilizing the services, equipment or rented facilities, I knowingly and of my own free will assume the risk of being exposed to or contracting COVID-19 or other diseases and I understand that I could be increasing my risk of exposure to or contracting COVID-19 or other diseases, which I am fully aware could result in personal injury, illness, permanent disability or death. I understand that the Released parties cannot be held liable for any injury to, or an illness or the death of, the undersigned or any of my family members, or any person who may be exposed to or contract COVID-19 or other diseases, directly or indirectly, from the undersigned or such family members.

I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

Initials _____

I am aware that safe dive practices suggest diving with a buddy and/or following a dive guide. Accordingly, it is my responsibility to plan my dive based on my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefings of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment, including rental equipment and supplied equipment, prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect said equipment prior to diving or if I choose to dive with equipment that may not be functioning properly, nor if I do not follow my dive buddy or a dive guide.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parents or guardian who has read and understands the present Agreement. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and assume all risks related to the Excursion, which include risks occurring in foreign or international waters. I agree to reimburse Group N2Pix G.P all the replacement costs or required repairs regarding any rental equipment or supplied equipment I lose or damage. I agree that the terms of the present document will be subject to the laws of the Province of Quebec, Canada and that the place of jurisdiction will be in the district of Arthabaska, Province of Quebec, Canada.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE I SIGNED BELOW.

Period of validity

Activity

Participant's Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

Person to contact in case of emergency:

Name: _____

Relationship: _____

Phone: _____