

# **RODDENBERRY DIVE TEAM RELEASE OF LIABILITY**

## Acknowledgement and Express Assumption of Risk and Release of Liability

### **Please read carefully before signing.**

THIS IS A RELEASE OF MY RIGHTS (AND THE RIGHTS OF MY PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN) TO SUE RODDENBERRY DIVE TEAM, INC., NORWAY CORPORATION, MBR PRODUCTIONS, INC., DRAGON PRODUCTIONS, INC. d/b/a RODDENBERRY.COM, RODDENBERRY ENTERTAINMENT INC., THE NATIONAL ASSOCIATION OF UNDERWATER INSTRUCTORS (NAUI), EUGENE RODDENBERRY, HEIDI RODDENBERRY, JENNIFER BLACK, ANDREW GARB AND MORT KESSLER AS TRUSTEES OF THE MAJEL BARRET RODDENBERRY TRUST, THE MAJEL RODDENBERRY ESTATE, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, AFFILIATED COMPANIES, PARENT COMPANIES, SUBSIDIARIES, HEIRS AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (collectively, the “**RELEASED PARTIES**”), AND ANY OTHER PERSONS OR ENTITIES IN ANY WAY CONNECTED WITH AND/OR RELATED TO THE RELEASED PARTIES, FOR ANY CLAIM OF WHATEVER KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH ANY OF THE SCUBA DIVING AND SNORKELING TRIPS, AS WELL AS ALL OTHER EVENTS AND ACTIVITIES ARRANGED AND/OR SPONSORED BY THE RODDENBERRY DIVE TEAM, INC. (EACH, A “**DIVE TEAM EVENT**,” AND COLLECTIVELY, THE “**DIVE TEAM EVENTS**”) INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES.

### **1. ACKNOWLEDGEMENT OF INHERENT RISKS**

I, \_\_\_\_\_, the participant in the Dive Team Events, understand and expressly assume the risk that during my participation in the Dive Team Events I may be exposed to a variety of hazards and risks foreseen and unforeseen, which are inherent in dive trips and/or boat travel and/or scuba diving and/or snorkeling activities and cannot be eliminated without destroying the unique character of the Dive Team Events. I further understand that diving with compressed air involves certain inherent risks, even though I follow all appropriate dive practices and procedures, including but not limited to, decompression sickness, embolism or other hyperbaric/air expansion injury that requires treatment in a recompression chamber. Additional risks associated with the Dive Team Events include, without limitation, drowning, marine life attacks or illness caused by exposure to the ocean and/or the marine/outdoor environment, slipping or falling while on board a boat, being injured by a boat while in the water, and injuries occurring while getting on or off the boat. I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during the Dive Team Events, and I expressly assume the risk if I am injured as a result of heart attack, panic, hyperventilation, or any other cause related to such physical exertion. I further understand that on this open water diving trip, I will be at a remote site and there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot. I still choose to proceed with the Dive Team Events in spite of the aforementioned risks and the possible absence of a recompression chamber in proximity to the dive site. I am also aware of the dangers of breath holding while scuba diving, and I will not hold the Released Parties and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so. If I decide to leave any of the Dive Team Events early and do not complete the entire Dive Team Event, I assume all risks associated with my decision to leave and waive all liability (even if caused by the negligence of Roddenberry or any other party) against the Released Parties arising from my decision. I acknowledge that the Dive Team Events will not include any dive instruction or training.

I understand, acknowledge, and accept these risks, and none of the Released Parties, including without limitation, Dragon Productions, Inc. d/b/a Roddenberry.com and Roddenberry Dive Team, Inc. (collectively, “**Roddenberry**”) has tried to conceal, contradict or minimize my understanding of these risks. As described above, I understand that these inherent and unavoidable risks include, but are not limited to, the dangers of property damage, personal physical and/or emotional injury (minor or serious) and death (“**Injuries & Damages**”) and that these Injuries and Damages can occur by natural causes or activities or actions or inactions of other persons, other participants, the dive personnel, or other third parties, either as a result of negligence or because of other reasons.

**2. I HEREBY ASSUME ALL RISKS AND RELEASE THE RELEASED PARTIES FROM LIABILITY**

I hereby assume all risks of the Dive Team Events, whether foreseen or unforeseen, that may befall me during or as a result of my participation in the Dive Team Events. To the fullest extent permitted by law, I further release, exempt and hold harmless the Released Parties from any claim or lawsuit by me, my personal representatives, heirs, spouse, guardian, executors, administrators, successors, assigns and next of kin, arising out of my participation in the Dive Team Events including claims arising both during or after the Dive Team Events (even if caused by the negligence of any of the Released Parties), including, but not limited to, celebrity cancellations (if applicable), and Dive Team Event cancellations due to any reason (e.g., weather, injury, boat damage, scuba diving/snorkeling gear and/or equipment damage, and/or other safety related reason) in Roddenberry’s sole discretion.

**3. I AM COMPETENT TO SIGN THIS LIABILITY RELEASE**

I represent and warrant that I am at least fifteen (15) years of age, and that, if I am under the age of 18, I shall be accompanied on each Dive Team Event by a parent or my legal guardian, who must be a certified scuba diver and shall be my dive/snorkeling buddy/partner and supervisor for all diving/snorkeling activities throughout the course of the entire Dive Team Event. I understand that my parent or legal guardian shall be responsible for my actions and my safety and welfare throughout the course of the Dive Team Event.

**4. I UNDERSTAND THAT I MAY INDEPENDENTLY SEEK TO INSURE MYSELF IN CASE OF INJURY OR HARM**

I acknowledge that I am capable of procuring my own independent insurance, at my own cost and expense, covering me against any claim for personal liability or property damage I may make, to compensate me for any injury or harm I may incur while participating in the Dive Team Event.

**5. I AM IN EXCELLENT PHYSICAL AND MENTAL HEALTH**

I represent and warrant that I am in excellent mental and physical health and have had no medical or health issues or problems that might interfere with, or otherwise indicate that I should not participate in, any of the Dive Team Events, and I know of no other reason (medically-related or otherwise) why I should not participate in any of the Dive Team Events.

**6. I AM A CERTIFIED SCUBA DIVER/EXPERIENCED SNORKELER AND HAVE INSPECTED MY EQUIPMENT**

In the event that I will be participating in any diving or snorkeling activities, I further represent and warrant that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and/or (as applicable) an experienced snorkeler and that I thoroughly understand the hazards of scuba diving and snorkeling including hazards occurring during boat travel to and from the dive site. In connection with the foregoing, I have provided below (as applicable) my scuba diving certification number and/or certification agency/instructor. The foregoing is a material inducement to Roddenberry's willingness to allow me to participate in the Dive Team Events. I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving. I expressly assume the risk and accept all responsibility to plan my dive and my dive plan. I acknowledge that Roddenberry will not be providing any dive instruction or training during the Dive Team Events.

**7. I AUTHORIZE RODDENBERRY TO PROVIDE MEDICAL ASSISTANCE IN CASE OF AN EMERGENCY**

In case of an emergency, I authorize Roddenberry to arrange for or provide such medical assistance to me, which it believes is appropriate or necessary. I also authorize any licensed physician, health care personnel and/or medical facility to provide any medical/surgical care and/or hospitalization of me, including anesthetics, which such licensed physician, health care personnel and/or medical facility, determines to be necessary or advisable. I also authorize any reasonable necessary care by paramedics. I agree to execute a copy of the Emergency Medical Release attached as Exhibit "A", and which is incorporated herein by this reference.

**8. I HAVE READ AND UNDERSTOOD THIS CONTRACT**

I have read this Release of Liability and any rules and conditions applicable to the Dive Team Events made available to me by the Released Parties (including, without limitation, the Standard Safe Diving Practices Statement of Understanding which is incorporated herein by this reference) and have fully informed myself and my heirs of the contents hereof before I signed it on behalf of myself and my heirs; and I acknowledge my participation is at the discretion of the Dive Team Event personnel and/or Roddenberry, as determined in their sole discretion.

**9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. Although I, for myself, and on behalf of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors and assigns and next of kin acknowledge and agree that I and they have waived all rights to bring any claim(s) against the Released Parties, I acknowledge and agree that any claim that I or they might nonetheless bring, and/or any and all other controversies, claims or disputes arising out of or related to this Agreement or the interpretation, performance or breach thereof, shall be brought only before the courts or in an arbitration tribunal in the County of Los Angeles, State of California.

**10. MISCELLANEOUS**

This Acknowledgement and Express Assumption of Risk and Release of Liability Form (this "Agreement") is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. This Agreement contains the complete and exclusive statement of the parties' agreement as to matters set forth herein and replaces and supersedes all of their prior written or oral, express or implied, agreements, understandings, communications or statement about those matters. The headings in this Agreement are only for convenience and are not to be considered in construing the Agreement.

**11. I WAIVE MY RIGHTS UNDER § 1542**

This agreement shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and I hereby consent to the jurisdiction of said State. I am familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions of other jurisdictions) which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I have been given ample opportunity to read this entire Agreement, and I freely and voluntarily assume all risks noted herein, and notwithstanding such risks, I desire and agree to participate in the Dive Team Events.

*[signature on next page]*



**EXHIBIT A**

**EMERGENCY MEDICAL RELEASE**

**IN CASE OF EMERGENCY**, by signing below, I authorize Roddenberry Dive Team, Inc., any of its parent or subsidiary corporations or affiliates, and any of their employees, representatives, and contractors to arrange for or provide such medical assistance to me as they determine to be necessary or advisable.

I also authorize any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization to me, including anesthetics, which they determine necessary or advisable, pending receipt of a specific consent from me. I authorize any reasonably necessary care by the paramedics.

I list all known allergies and existing medical conditions here:

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License No./State: \_\_\_\_\_

If Minor, Signature of Parent/Legal Guardian: \_\_\_\_\_

Printed Name of Parent/Legal Guardian:

Medical Insurance Company: \_\_\_\_\_

Name of Policy Holder: \_\_\_\_\_

Policy Number/Group Number: \_\_\_\_\_

Primary Physician: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Daytime Phone: (\_\_\_\_) \_\_\_\_\_

Evening Phone: (\_\_\_\_) \_\_\_\_\_

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# STANDARD SAFE DIVING PRACTICES

## STATEMENT OF UNDERSTANDING

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### Please read carefully before signing.

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, \_\_\_\_\_, understand that as a diver I should:

(Print Name)

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognize the desirability of an alternate air source and a low-pressure buoyancy control inflation system.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.
5. Adhere to the buddy system throughout every dive. Plan dives - including communications, procedures for reuniting in case of separation and emergency procedures - with my buddy.
6. Be proficient in dive table usage. Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver - **S**lowly **A**scend **F**rom **E**very dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving.
8. Breathe properly for diving. Never breath-hold or skip-breathe when breathing compressed air, and avoid excessive hyper-ventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
9. Use a boat, float or other surface support station, whenever feasible.
10. Know and obey local dive laws and regulations, including fish and game and dive flag laws.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)