

SHARK DIVE ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, _____ (ENTER FULL NAME) hereby request that Holdings Ltd and Bahamas Master, its employees, its agents, other associated personnel, and its boats (whether owned, operated, leased or chartered), hereinafter referred to as "BAHAMAS MASTER", allow me participate in shark diving organized and supervised by BAHAMAS MASTER.

Please initial the following statements:

_____ I UNDERSTAND that I am requesting to participate in scuba dives that are intended to be done in the presence of wild and unpredictable sharks. Although the crew of BAHAMAS MASTER will do their best to minimise any risk involved, there is an inherent factor of unpredictability and risk when dealing with wild animals.

_____ I UNDERSTAND that Bahamas Master will intentionally attract these sharks to the immediate area of the dive(s) and that I will be swimming unprotected within 3m/10 ft or less of these sharks. I understand that I need to keep my distance from both the bait and from chum boxes, nor will I touch bait on the vessel or at the surface.

_____ I UNDERSTAND that during this type of activity it is paramount to follow the instructions of the dive professionals and crew of BAHAMAS MASTER. This may include but not limited to:

- Ensuring I am facing the sharks at all times as well as keeping an eye on the safety diver in the water. He/she watches for sharks approaching the divers from behind, and warns divers by clearly pointing out the sharks; all divers should then point at the animal too to ensure everyone is aware of all the sharks in the immediate vicinity.
- For underwater photographers/videographers, the emphasis should be on the sharks and not on the camera(s). It is paramount to use the viewfinder as sparingly as possible.
- Ensuring I do not swim away from any sharks that are in close proximity.
- I am not trying to entice the sharks in any way but wait for them to approach me.
- I maintain a kneeling position on the bottom and a vertical position in mid-water.
- I minimise any time spent on the surface; when entering the water, I should descend as quickly as possible using any equipment required by crew.

- When finishing the dive, I will remain vigilant and surface consistent with instructions from the crew.
- I understand cameras may be prohibited by crew should I fail to adhere to safety protocols.
- Most importantly, I am to remain vigilant and follow the directions of the dive crew at all times.

_____ I UNDERSTAND the requirements regarding the scuba diving equipment – be it owned or rented. It is not permitted to dive with brightly coloured equipment during shark dives.

_____ I UNDERSTAND that I need to inform the diving crew if I feel uncomfortable and/or threatened at any time.

_____ I acknowledge that I am making this request to scuba dive with these sharks with the full knowledge of the dangers involved with scuba diving with sharks. I have not been promised nor told anything to the contrary from what is stated in this Release and Waiver Agreement.

_____ I HEREBY EXEMPT AND RELEASE BAHAMAS MASTER FROM ALL RESPONSIBILITY AND LIABILITY TO MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OF DEMANDS THEREOF ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF RELATED TO MY PARTICIPATION IN THE CRUISE AND IN ANY DIVING ACTIVITIES THAT MAY OCCUR, WHETHER SUCH LOSS OR DAMAGE BE CAUSED BY THE NEGLIGENCE OF BAHAMAS MASTER OR OTHERWISE.

_____ I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF BAHAMAS MASTER AND AGREE THAT THIS AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY BAHAMAS MASTER, INCLUDING NEGLIGENT RESCUE OPERATIONS.

_____ I DECLARE that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the Terms herein are contractual and not mere recital, and that I have signed the Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I understand and agree that I am not only giving up my right to sue BAHAMAS MASTER but also any rights my heirs, assigns, or beneficiaries may have to sue BAHAMAS MASTER resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the BAHAMAS MASTER.

_____ I FURTHER UNDERSTAND 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.

FULL NAME: _____ DATE: _____

SIGNATURE: _____