

PATHWAYS TO ADVENTURE TRAVEL

International Diving Expeditions: IDE

Travel Concepts International

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WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND IDEMNITY AGREEMENT

The following document is to serve as a written understanding between the undersigned and *Pathways to Adventure Travel* regarding the holiday activity that you have joined. It is the intent of *Pathways* to provide you with the travel arrangements that you have requested to the best of their ability. *Pathways* is not responsible for incidences should they occur that are not within the control of this company: flight changes, missed connections, the behavior of other passengers and employees of the businesses that you will encounter. *Pathways* is also not responsible for bad weather, unpleasant food, illnesses or any unforeseen mishaps that may occur during your travels. It is *Pathways*' responsibility to be sure that the itinerary set for you is in your best interest and is what you have requested. Safety and quality services are the intent of this company in recommending proven properties with high standards and reputations.

I, the undersigned, acknowledge that SNORKELING/SCUBA-DIVING, FLYING ON COMMERCIAL AIRCRAFT, AND INTERNAITONAL/DOMESTIC TRAVEL CAN BE POTENTIALLY DANGEROUS. Risks can involve serious injury and/or death. Traveler's Insurance coverage has been strongly recommended.

I acknowledge that to the best of my knowledge that I am physically capable of participating in this program of long distance flights and ocean diving. I acknowledge that my diving certification and skills are current and that I am a level of physical fitness which will allow me to participate in these diving and traveling activities. If at any time I do not feel I meet these physical requirements, or that I sense there has been a change, then it is my own personal responsibility to address these changes and take appropriate measures.

I agree that in consideration for permission to willingly participate in these activities I hereby RELEASE, WAIVE AND DISCHARGE AND AGREE NOT TO SUE Pathways to Adventure Travel or any of the businesses or organizations associated with the organization and presentation of this program FROM ALL LIABILITY TO MYSELF, MY PERSONAL REPRESENTITIVES, ASSGINS, HEIRS AND/OR NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THERFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY. I hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that they may occur, now and forever, arising out of or related to the participation in this program or activity, whether caused by the negligence or the Releasees or otherwise.

I have read this Waiver and Release of Liability, Assumption of Rick and Indemnity Agreement, full and understand its terms. I understand that I have given up rights by signing it. I am aware of its legal consequences and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intended my signature to be complete and unconditional release of all liability to the extent allowed by law.

PRINT YOUR NAME HERE _____

Signature _____ date _____ (Please retain a copy for yourself)

PRINT YOUR NAME HERE _____

Signature _____ date _____ (Please retain a copy for yourself)