



**EQUIPMENT RENTAL, BOAT TRAVEL
AND SCUBA DIVING
VOLUNTARY LIABILITY RELEASE,
WAIVER, AND EXPRESS ASSUMPTION
OF RISK**

I, _____, (passenger/diver), hereby affirm that I am a boat cruise passenger or certified diver or a student diver under the control and supervision of a certified scuba instructor, and/or am a certified instructor with a group for which I am completely responsible, and that I thoroughly understand the hazards of fishing or scuba diving, including those hazards occurring during boat travel to and from the fishing, cruise, sightseeing or dive site(s). I understand that these hazards include, but are not limited to, being hooked or thrown from the boat, air expansion injuries, drowning, decompression sickness, 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.

_____, I, also, hereby acknowledge receipt of the equipment which I have rented and that said equipment is in good working condition, having examined it myself to ensure that it is free from defects, including checking both the quality and quantity of the air in any scuba tank(s) rented. This signed agreement is a release of my rights to sue for injuries or death resulting from the rental and/or use of said rented equipment. Furthermore, I certify that I am fully aware of and expressly assume the above mentioned and all other risks involved in making this dive or dives, whether conducted as a recreational activity or as part of a diving class.

_____, I understand and agree that neither the boat captain, nor the crew members, nor the divemaster, nor the owner of the vessel, nor the vessel, nor **GARY'S/Diversiones Turísticas del Mar, S.A. de C.V.**, nor the officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence in this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or assigns that may occur as a result of my participation in this boat trip and scuba dive(s), as a result of the rental and/or use of the equipment, or as a result of the negligence of any party, including Released Parties, whether passive or active.

I, _____, (passenger/diver), by this instrument, do hereby 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 affirm that I am of lawful age and legally competent to sign this liability release, or that I have the written consent of my parent or guardian, and specifically agree that I will follow the directions and orders of the boat crew and supervisory personell, AT ALL TIMES.

_____, I hereby grant express written consent to Gary's/Diversiones Turísticas del Mar, S.A. de C.V. to use any photograph with me in it, for promotional purposes. I am interested in receiving periodic e-mails.

_____, Without negating or affecting any and all assumption of risk contained in this contract, it is agreed by and between the customer(s) and released parties, that all disputes and matters whatsoever arising from, in connection with or incident to this contract, shall be subject, if at all, to the rulings and decisions of the corresponding competent authorities of Guaymas, Sonora, Mexico, pursuant to the laws and regulations of Guaymas, Sonora, Mexico, to the exclusion of the courts or laws of any other city, state or country.

_____, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S) OR FISHING OR SIGHTSEEING TRIPS, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY.

Signature

CERT. AGENCY

CERT. NUMBER

Date

e-mail

Signature of Parent/Guardian

By signing the acceptance of this contract, it is affirmed that, prior to paying for services, the customer(s) above, each of them, have previously carefully read, accepted and agreed to all terms and conditions which appear on the front and reverse sides of this document.

BOATING & EXCURSION VOLUNTARY LIABILITY RELEASE, WAIVER, AND ASSUMPTION OF RISK

Gary's Dive Shop and/or Diversiones Turísticas del Mar, S.A. de C.V Km. 10 Blvd. M. F. Beltrones, San Carlos, Sonora, México. Tel. (622) 226-0049

I hereby affirm that I am voluntarily engaging in the recreational activities planned in San Carlos, Sonora, Mexico which may include, but are not limited to fishing, snorkeling, boating, bay cruises, wildlife encounters and Margarita Sunset Cruises, and that I will follow the directions and orders of the boat crew AT ALL TIMES.

I further affirm that I am thoroughly familiar with the hazards of boating and expressly assume all risks involved in fishing, snorkeling, boating, bay cruises, wildlife encounters and Margarita Sunset Cruises.

I understand and agree that neither GARY'S Dive Shop and/or Diversiones Turísticas del Mar, S.A. de C.V., nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (herein after "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this trip, or as a result of the negligence of any party, including Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

BY THIS INSTRUMENT, I DO HEREBY 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 ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND ACTIVITY (IES), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

IT IS AGREED BY AND BETWEEN THE CUSTOMER(S) AND THE RELEASED PARTIES, THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING FROM, IN CONNECTION WITH OR INCIDENT TO THIS CONTRACT SHALL BE SUBJECT, IF AT ALL, TO BINDING ARBITRATION BEFORE THE CORRESPONDING COMPETENT AUTHORITIES OF GUAYMAS, SONORA, MEXICO, TO THE EXCLUSION OF THE COURTS OF ANY OTHER CITY, STATE OR COUNTRY.

Signature

LIBERACION DE RESPONSABILIDADES, RENUNCIA Y ASUNCION DE RIESGOS VOLUNTARIO EN EXCURSIONES DE BARCO Y OTRAS EXCURSIONES

Gary's Dive Shop y/o Diversiones Turísticas del Mar, S.A. de C.V Km. 10 Blvd. M. F. Beltrones, San Carlos, Sonora, México. Tel. (622) 226-0049

Mediante este documento, afirmo que voluntariamente participo en las actividades recreacionales planeadas en San Carlos, Sonora, México, que incluyen, pero no se limitan a la pesca, buceo con snorkel, paseos en barco, cruceros por la bahía, encuentros con la naturaleza y cruceros Margarita a la puesta del sol, y que seguiré las instrucciones y órdenes de la tripulación de la embarcación EN TODO MOMENTO.

Yo, también, reconozco estar conciente de los peligros relacionados con pasear en barco y expresamente asumo todos los riesgos involucrados con la pesca, buceo con snorkel, paseos en barco, cruceros por la bahía, encuentros con la naturaleza y cruceros Margarita a la puesta del sol.

Comprendo y estoy de acuerdo que ni GARY'S Dive Shop y/o Diversiones Turísticas del Mar, S.A. de C.V., ni los propietarios, oficiales, empleados, agentes o beneficiarios de los individuos o entidades anteriormente mencionados (de aquí en adelante "Partes Liberadas") podrán ser culpados ni hechos responsables de ninguna forma por cualquier ocurrencia durante este viaje que pudiera resultar en lesiones personales, daños a propiedad, muerte u otro daño a mí o a mi familia, herederos o beneficiarios que pudiera resultar de mi participación en este viaje, o como resultado de la negligencia de cualquier parte, incluyendo las Partes Liberadas, ya sean pasivos o activos.

Además, declaro que tengo mayoría de edad y que soy legalmente competente para firmar esta liberación de responsabilidades, o que he obtenido el consentimiento, por escrito, de uno de mis padres o de mi tutor legal.

AL FIRMAR ESTE DOCUMENTO, EXONERO Y LIBERO A TODAS LAS ENTIDADES Y/O INDIVIDUOS, ARRIBA MENCIONADOS, DE TODA OBLIGACION O RESPONSABILIDAD POR LESIONES PERSONALES, DAÑOS A PROPIEDAD O MUERTE, CUALQUIERA QUE SEA SU CAUSA U ORIGEN, INCLUYENDO, PERO NO LIMITÁNDOSE A, RESPONSABILIDAD POR PROPIEDAD O LA NEGLIGENCIA DE LAS PARTES LIBERADAS, YA SEAN ACTIVAS O PASIVAS.

RECONOZCO Y ACEPTO HABER LEIDO TODOS LOS PÁRRAFOS ANTERIORES, ENTENDER COMPLETAMENTE LOS PELIGROS INCIDENTALES POTENCIALES DE PARTICIPAR EN ESTE VIAJE Y ACTIVIDAD(ES), COMPRENDO PERFECTAMENTE LAS CONSECUENCIAS LEGALES DE FIRMAR ESTE DOCUMENTO Y QUE COMPRENDO Y ESTOY DE ACUERDO QUE ESTE DOCUMENTO ES LEGALMENTE VALIDO Y ME IMPEDIRA RECOBRAR DAÑOS MONETARIOS DE LAS ENTIDADES Y/O INDIVIDUOS, ARRIBA MENCIONADOS, YA SEAN ESPECIFICAMENTE MENCIONADOS O NO, POR CONCEPTO DE LESIONES PERSONALES, DAÑOS A PROPIEDAD O MUERTE CAUSADA POR NEGLIGENCIA O RESPONSABILIDAD POR PROPIEDAD O POR NEGLIGENCIA DE LAS PARTES LIBERADAS, YA SEAN PASIVAS O ACTIVAS.

QUEDA ACORDADO ENTRE EL (LOS) CLIENTE(S) Y LAS PARTES LIBERADAS, QUE TODAS LAS DISPUTAS Y ASUNTOS QUE PUDIESEN SURGIR DE, EN CONEXION CON O INCIDENTAL A EL PRESENTE CONTRATO SERA SUJETO, SI ACASO, A ARBITRAJE OBLIGATORIO ANTE LAS AUTORIDADES COMPETENTES CORRESPONDIENTES A LA CIUDAD DE GUAYMAS, SONORA, MEXICO A LA EXCLUSION DE LAS CORTES DE CUALQUIER OTRA CIUDAD, ESTADO O PAIS.

Firma