

**ORANGE COUNTY BONAIRE GROUP
BUDDY DIVE RESORT 2013 SCUBA DIVE TRIP
WAIVER RELEASE INDEMNITY AND ASSUMPTION OF RISK**

PLEASE NOTE: This Waiver significantly alters the legal rights and duties of the parties hereto. Read it carefully before signing. If you do not understand the legal consequences of this Waiver, you are advised to seek independent legal counsel before signing. In addition to this Waiver Release Indemnity and Assumption of Risk, you will be asked to sign a similar and typical Waiver Release with Buddy Dive Resort upon arriving at the Resort and before participating in SCUBA dive activities.

Each Participant is individually requested to complete and execute this Waiver to complete the reservation.

WAIVER AND RELEASE: For and in consideration of accepting Participant's reservation and any fees and moneys (deposits and balances due) to be paid to Buddy Dive Resort ("Buddy Dive") and Delta Airlines ("Delta"), as described herein and in order to join and participate in the Orange County Bonaire Group Buddy Dive Resort April 5, 2012 – April 13, 2012 SCUBA Dive Trip activity ("Activity") informally planned, organized, and coordinated by Marshall Krupp ("Coordinator"),

(Print Name) _____ (Signature) _____ ("Participant")

hereby voluntarily and fully releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, wrongful death, or any other causes of action occurring to him/herself, against the Coordinator and arising as a result of Participant's reservation and participation in the Activity. For purposes of this Waiver, Coordinator does not include Buddy Dive Resort or Delta Airlines.

Participant fully recognizes and agrees that the only purpose of the Coordinator is to plan, coordinate, and organize the Activity and reasonably provide the Participant with information that will enable the Participant to participate in traveling to and from the Activity, and participate during the days of the Activity. Coordinator is not responsible for any other purposes which may be implied or expressed except as provided in writing by the Coordinator, and the Participant hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself, against the Coordinator and arising as a result of participating in the Activity.

The Activity may include, but is not limited to, all flying to and from Bonaire, SCUBA diving activities, snorkeling, parties, meetings, swimming and other inherently dangerous recreational activities. The Participant does for him/herself and his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties, hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for him/herself and his/her estate against the Coordinator. Participant further agrees that under no circumstances will he/she or his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties, prosecute or present any claim for personal injury, property damage or wrongful death against the Coordinator or Coordinator's heirs, executors, administrators, children, relatives, significant others, assigns, other third parties, and businesses for any such causes of action, whether the same shall arise by the negligence of any such person, or otherwise.

Participant understands and agrees that by signing this Waiver Release Indemnity and Assumption of Risk Waiver (“Waiver”), that he/she has bound his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties, to the same terms of this Waiver.

It is the intention of the Participant, by this Waiver, to exempt and relieve the Coordinator, Coordinator’s heirs, executors, administrators, children, relatives, significant others, assigns, other third parties, and businesses from any and all liability for personal injury, property damage, wrongful death or any and all other damages caused by negligence regardless of the provisions of the laws of the State of California, the United States of America, or the laws of the Kingdom of the Netherlands and the laws of the Island Territory of Bonaire as a municipality within the Kingdom of the Netherlands.

_____ INITIALS

INDEMNITY: The Participant, for his/herself, his/her executors, administrators, children, relatives, significant others, assigns, and other third parties, agrees that in the event of any claim for personal injury, property damage, wrongful death or any and all other damages which shall be prosecuted against Coordinator, Participant shall indemnify and hold harmless the Coordinator, from any and all such claims and causes of action by whomever or wherever made or presented, including, but not limited to the laws of the State of California, the United States of America, the Kingdom of the Netherlands and the Island Territory of Bonaire as a municipality within the Kingdom of the Netherlands.

ASSUMPTION OF RISK: The Participant is aware and fully acknowledges the risks and hazards that are inherent in participating in the Activity organized by the Coordinator and voluntarily assumes all risk of loss, damage or injury that may be sustained by him/her while engaging in the Activity, whether such risks are known or unknown to him/her. These risks include, but are not limited to, injury to person or property while scuba diving, snorkeling or swimming, drowning, embolism, decompression sickness (the bends), nitrogen narcosis, injury due to marine animals or marine plants, heart attack, panic, hyperventilation, injuries caused by physical strain and exertion, or accident or illness in remote places (whether underwater, at sea or on land) without medical facilities, or due forces of nature.

SPECIFIC WAIVER OF LIABILITY RELATING TO DIVING ASSISTANCE AND BUDDY: Participant recognizes that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with his/her partner buddy or to look for his/her partner buddy if buddies become separated. A buddy might act inappropriately or negligently in an emergency. A buddy might panic or not have the awareness or ability to respond in case of an emergency. A buddy might cause danger to him/herself or to Participant (including failing to return a regulator once it is offered to him/her) or a panicked buddy might hold Participant underwater without air even to the point where Participant might drown either near or remote from the surface. Accordingly, Participant will determine whether any proposed buddy is acceptable to Participant. This is the responsibility of the Participant. This provision may be modified between two or more buddies for the duration of the Activity and any SCUBA dive conducted or permanently only by express written agreement signed by both buddies, but such agreement has no effect with respect to any Cosigner who has not also signed such written agreement.

TRAVEL UNDERSTANDING AND WAIVER: Participant hereby releases the Coordinator from all claims whatsoever which may arise from participation in the Activity under the Coordinator’s planning and coordination, or which may arise from any event connected with this Activity participation, including: transportation to or from by aircraft, boat, or other conveyance uses; services by hotels, restaurants, SCUBA dive shops, guides, or any other agencies; all fuel for vehicles, lunches and dinners, including all tips, fees

and other miscellaneous expenses; illness, disease, infirmity, or alteration of physical condition by any person; loss or damage to personal property or equipment; and any error, act, or omission by any person. Participant understands that changes in the itinerary or arrangement for any reason whatsoever may be made at any time if deemed necessary by the Coordinator, Buddy Dive or Delta; that any additional expense shall be borne equally by all of the participants; and that all services are subject to laws of the country in which they are provided. Participant understands that four (4) participants will be assigned to a vehicle during the Activity and that the four (4) participants will equally share in the cost of fuel or related vehicle expenses, except as may be agreed upon by the four (4) assigned participants. One (1) participant of the vehicle shall be designated responsible for the vehicle as determined by the four (4) participants.

DIVE CREDENTIALS: If the Participant is to SCUBA dive, the Participant declares that the Participant is a consenting adult and a SCUBA diver certified by PADI, NAUI, SSI or any other recognized SCUBA diving training agency. Participant declares that at a minimum Participant maintains an active Open Water Certifications with a certification number as provided below. Participant declares that Participant has been certified to use Enriched Air Nitrox as will be provided by Buddy Dive or will use 21% O₂ as an alternative on the Activity. Participant declares that Participant has participated in no less than 25 SCUBA dives and has experience in boat SCUBA diving and shore SCUBA diving, and is well prepared and trained to do entries and exists. Participant agrees to have in possession for review by Buddy Dive all required certification cards prior to the first Activity SCUBA dive. Participant is fully responsible for his/her personal activities during the Activity and is personally responsible for all decisions concerning the participation, health, safety, and fitness for diving during the Activity.

DIVE PACKAGE: The Coordinator has arranged and made reservations with Buddy Dive for an all-inclusive Group SCUBA Dive Package ("Dive Package") for each of the Participants for a price of \$770.00. The deposit of \$100.00 to guarantee the reservation for the Dive Package is non-refundable. The balance due shall be paid no later than January 2, 2013. Following the payment of the deposit and the balance due per the Buddy Group Contract ("Group Contract"), the all-inclusive Dive Package is limited and includes i) 8-days – 7-nights in selected accommodations; ii) 7-days rental vehicle consisting of one double cabin pick-up truck for each four participants; iii) 7-days of unlimited air fills and no extra charge for Nitrox mixtures; iv) four (4) 2-tank boat SCUBA dives (to be scheduled), one (1) 1-tank night boat trip (\$10.50/diver/boat SCUBA dive surcharge to be added) and one (1) additional 1-tank boat SCUBA dive or 1-tank night dive; iv) an optional 2nd 1-tank night boat SCUBA dive (\$20.00/diver plus \$10.50/diver/boat SCUBA dive surcharge); v) unlimited shore diving (to be scheduled); vi) American style breakfast buffet daily; vii) 50% off all food and beverage billed to room up to a maximum of \$75.00 savings per person; viii) welcome drink; ix) "Manager's Rum Punch Party"; x) 3-bedroom and 2-bedroom units (twin beds) with 2 persons per bedroom; and xi) airport transfers and all government taxes. Participant is responsible and liable for all fees and costs associated with i) Marine Park Tag (\$25.00/diver); ii) dinners and lunches; iii) night SCUBA dive surcharges (\$10.50/SCUBA dive); iv) vehicle fuel and related expenses; and v) tips, drinks, and miscellaneous and personal expenses. Participant understands and agrees that the performance of Buddy Dive to provide the boat SCUBA dives and the Participant's ability to participate in shore SCUBA dives is subject to acceptable weather, water and dive conditions. Therefore, Participant shall indemnify and hold harmless Buddy Dive and the Coordinator from any acts of God, Act of Government, theft, sickness, customs regulations, delays, cancellation error or any cause beyond Coordinator's control. Buddy Dive shall solely review and advise on the conditions of safety of SCUBA diving and shall make the final decision as to whether or not to SCUBA dive under any Act of God. Participant assumes all risk if Participant proceeds to SCUBA dive against the recommendations of Buddy Dive. The Dive Package is pursuant to a Group Contract and Participant shall indemnify and hold harmless Coordinator, from any and all such claims and causes of action by whomever or wherever made or presented for any breach of Buddy Dive to provide the Dive Package, pursuant to law, including, but not limited to the laws of the State of

California, the United States of America, the Kingdom of the Netherlands and the Island Territory of Bonaire as a municipality within the Kingdom of the Netherlands.

AIR TRAVEL: The Coordinator have arranged with Delta to provide air travel to and from Los Angeles International Airport (“LAX”) and Bonaire International Airport N.V. - Flamingo Airport (“Bonaire”) with the departure date of April 5, 2013 from LAX and a departure date of April 13, 2013 from Bonaire (“Group Air Travel Package”). Following the payment of the deposit and the balance due per the Delta ticket price of \$821.90, the Coordinator will purchase the ticket for Participant which includes the base price, taxes and fees, and group guarantee fee. Participant is responsible and liable for all luggage fees, food and drink fees, and any other miscellaneous fees associated with the air travel on Delta. The deposit of \$100.00 to guarantee the reservation for air travel is non-refundable. The balance due shall be paid no later than January 2, 2013. The Coordinator will provide the flight schedule to the Participant at a reasonable time prior to departure. Participant is fully responsible and liable to insure that Participant arrives and has boarded the Delta designated flights prior to departure. The Delta fee to re-book or re-ticket a flight that is missed is the sole responsibility of the Participant, and the Coordinator shall not be liable for any such fees. In the event that the Participant has chosen to not participate in the Group Air Travel Package with Delta by the date that the air travel reservations are due, the Participant shall be fully responsible for his/hers arrangements to travel to and from Los Angeles and Bonaire. In the event that such travel arrangements prevent the Participant from participating in any or all of the Activity, the Participant shall assume all responsibilities and liabilities, and Participant shall indemnify and hold harmless the Coordinator, from any and all such claims and causes of action by whomever or wherever made or presented pursuant to law, including, but not limited to the laws of the State of California, the United States of America, the Kingdom of the Netherlands and the Island Territory of Bonaire as a municipality within the Kingdom of the Netherlands.

TRIP INSURANCE: Trip insurance is recommended in the event Participant cancels his/her Participation in the Activity due to illness, etc. For information on trip insurance, go to DAN’s website www.diversalertnetwork.org and the PADI endorsed Vicencia & Buckley website www.diveinsurance.com. Following the payment and the date of the deposit and the date of the balance due on the Dive Package and the Group Air Travel Package, the deposit and balance due is non-refundable, except as may be offered by Buddy Dive and Delta.

ACTIVITY SCHEDULE: Dive Buddy and the Coordinator shall provide a schedule (time and location) of boat SCUBA dive and shore SCUBA dive activities. It is the sole responsibility of the Participant to be knowledgeable of the dates and times of the activities and to be at the location of the activity no later than 15-minutes prior to the departure or at a time as stated by Buddy Dive. Boats and vehicles will depart at the time stated in the schedule. In the event that the Participant is not at the location at the time stated, then the Participant takes full responsibility for potentially missing the activity and any fees or costs incurred by the Participant for the activity shall be forfeited. Neither the Coordinator nor Dive Buddy shall be responsible for tracking down the Participant or for guaranteeing that the Participant will participate in the activity in the event that the Participant is not at the stated location at the time stated.

EQUIPMENT: Participant shall provide all SCUBA diving equipment required for Participant’s participation in the Activity including, but not limited to buoyancy compensators, SCUBA dive computers, regulators, fins, wetsuits, boots, masks, weight belts (excluding weights), camera and video equipment and lights, and other miscellaneous and accessory equipment normal for SCUBA diving, and excluding weights, and tanks. Participant agrees that in the event a Participant does not have the required equipment that he/she will independently arrange with Buddy Dive or another third party to obtain or rent the equipment required to participate in the Activity at Participants sole costs.

INFORMAL TRIP: Participant understands and agrees that the Activity is not a commercial trip and is not provided through any tour or packaging company. Participant understands and agrees that the Activity is simply an informal trip of a group of friends and acquaintances from Orange County, California who are coordinating their schedules to go to Bonaire for a week of diving and that all Participants are and have been required to sign a similar Waiver to participate in the Activity. Participant understands and agrees that the Activity is not affiliated with any individual, group, agency, or club, or Buddy Dive Resort or Delta Airlines and that Participant personally assumes all risks and liabilities associated with Participant's participation in the Activity.

WAIVER EXEMPTION. By executing this Waiver, Participant and Coordinator acknowledges and understands that Participant has not waived any right or remedies that Participant or his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties may seek and pursue against Buddy Dive Resort or Delta Airlines relative to any and all actions or causes of action for personal injury, property damage, wrongful death, or any other causes of action incurred by Participant resulting from the services offered of Buddy Dive Resort and Delta Airlines.

ACKNOWLEDGMENT: The Participant acknowledges that he/she is at least 18 years of age, has read this entire Waiver, and understands the legal consequences of signing this Waiver, including but not limited to all of the indemnifications, waiver of liabilities and assumptions of risk. Any deposit or payment made to Coordinator shows that Participant accepts and acknowledges the content of this Waiver.

* * * * *

Date		Signature of Participant				
<i>Please legibly print all further information</i>						
Print Name	First		Last			
Address			City		State	Zip Code
Telephone #	()		Mobile #	()		
Email Address	@					
Certification Agency			Certification #			
Certification Level			DAN #			
<i>In case of emergency please notify:</i>						
Name	First		Last			
Address			City		State	Zip Code
Telephone #	()		Mobile #	()		
Email Address	@					