

**LIABILITY RELEASE, WAIVER AND
ASSUMPTION OF RISK AGREEMENT**

2022 SMALL EXOTIC ANIMALS AMATEUR UNDERWATER PHOTO COMPETITION (“SEA”)

Nationwide Competition – September 10 to October 10, 2022

I, _____, hereby declare that I am a certified scuba diver, trained in safe diving practices, and am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand and agree that neither SPLASH UNDERWATER IMAGING, INC. (“SPLASH”) nor the organizers, promoters, or sponsors of the 2022 Small Exotic Animals Amateur Underwater Photo Competition (“SEA”) (“the Event”); nor their affiliates or subsidiary corporations, nor any of their respective employees, officers, volunteers, agents or assigns (hereinafter collectively referred to as “Released Parties”), may be held liable or responsible in any way for any personal injury, property damage, or death, that I (including my family, estate, heirs, or assigns) may suffer as a result of my participation in the Event, or in any activity arising from or in relation to the Event.

I understand that the choice of the actual dive site where I shall take photos for submission in line with the Event is entirely under my discretion and based on my personal judgment and preference, over which the Released Parties have no control. I therefore release and discharge the Released Parties from any and all liabilities that may arise in case of any loss, damage, injuries or death that I may suffer by reason of my choice of dive site or dive resort or location.

I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the Event may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to participate in the Event in spite of the possible absence of a recompression chamber in proximity to the dive site or resort I have chosen.

I declare that I am in good mental and physical fitness for diving and underwater photography, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive and engage in underwater photography while under the influence of the medication/drugs.

I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during the Event and that if I am injured as a result of heart attack, panic, hyperventilation, or any and all other physical or mental condition, I assume the risk of said injuries and such other losses or damages that may arise from such injuries, and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to the activity and ensure that all are in proper order and working condition for safe diving and underwater photography. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving, or for any loss, damage, or injury, including death, that I may suffer as a result of faulty, malfunctioning or damaged diving equipment.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor or dive guide, including the dive briefing.

In consideration of being allowed to participate in this Event, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me or any loss or damage my equipment may incur while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless the Event and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in the Event, including both claims arising before or during the activity or after I complete the activity.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian, or have sought legal advice when needed. I understand the terms herein are contractual and not a mere recital and that I have signed this 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 the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

Participant's Printed Name & Signature

Date (Day/Month/Year)

Certification Agency

Diver No. & Certification Level

Printed Name & Signature of Participant's
Parent/ Guardian
(for Participant's below 18 years of age)

Date (Day/Month/Year)