

PROJECT AWARE #TEAMOCEAN FUNDRAISING CHALLENGE
LIABILITY RELEASE AND
ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, HEREBY ACKNOWLEDGE THAT I HAVE VOLUNTARILY CHOSEN TO PARTICIPATE IN THE PROJECT AWARE #TEAMOCEAN FUNDRAISING CHALLENGE (hereinafter "fundraiser").

I understand that participating in the Fundraiser involves certain dangers and inherent risks which may result in serious injury or death. I accept that I have an important responsibility to carefully read and listen to all briefings and to immediately seek clarification on anything which is not clear to me.

I understand and agree that neither Project AWARE Foundation; nor the affiliated dive center/resort _____; nor the organizers or promoters of this event; nor any of their respective employees, officers, agents or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs, or assigns that may occur as a result of my participation in the Fundraiser, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that participating in the Fundraiser is a physically strenuous activity, that I will be exerting myself during this activity and that if I am injured as a result of heart attack, hyperventilation, drowning, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I verify that I am medically fit to participate in and have sufficiently trained for the Fundraiser.

In consideration of being allowed to participate in the Fundraiser, I hereby personally assume all risks in connection with the Fundraiser for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I acknowledge that Project AWARE Foundation has no responsibility for the operation of the Fundraiser and associated events and is acting only as a Charity entity fundraising on behalf of Project AWARE Foundation. I further release, exempt and hold harmless the Fundraiser and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in the Fundraiser.

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. 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 further agree 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.

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.

I, _____, BY THIS INSTRUMENT HEREBY EXEMPT AND RELEASE PROJECT AWARE
Participant Name
FOUNDATION, THE AFFILIATED ORGANIZERS AND PROMOTERS OF THE FUNDRAISER, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)