

# AQUARIUM ENCOUNTERS

FLORIDA KEYS  
REGISTRATION INFORMATION

Participant Information – PLEASE PRINT

\_\_\_\_\_  
First Name MI Last Name

Participant Mailing Address

\_\_\_\_\_  
City State/Province

\_\_\_\_\_  
Zip/Postal Code Country

(\_\_\_\_\_) \_\_\_\_\_  
Home Phone Email

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female  
Day/Month/Year

## FLORIDA KEYS AQUARIUM ENCOUNTERS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I (participant name), \_\_\_\_\_, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. I further understand that Florida Keys Aquarium Encounters (hereinafter “program”) 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 proceed with this program in spite of the absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither the dive professionals conducting this program, nor the facility through which this activity is conducted, A Deep Blue Dive Center; nor Keys Encounters, Inc., 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 this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the knowledge development and/or confined water.

I further release and hold harmless the Florida Keys Aquarium Encounters program and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

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(see reverse)

**Medical History Acknowledgment:** I understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program and that if I am injured as a result of heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindications to my participation in the program. I affirm that I am not currently suffering from a cold or congestion, or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, or a history of a heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

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 understand that the terms herein are contractual and not a mere recital and that I have signed this Release 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 (participant name), \_\_\_\_\_, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS PROGRAM, THE FACILITY THROUGH WHICH THIS PROGRAM IS CONDUCTED, AND ALL RELATED ENTITIES AND RELEASED PARTIES 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

_____	Date _____
Participant Signature	Month/Day/Year
_____	Date _____
Parent/Guardian Signature (where applicable)	Month/Day/Year

### Emergency Contact Information

Name \_\_\_\_\_

Relationship \_\_\_\_\_ Phone number \_\_\_\_\_

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BY SIGNING THIS RELEASE YOU ARE GIVING UP YOUR RIGHT TO SUE and (1) acknowledging and accepting participants own risk, (2) releasing Keys Encounters, Inc. and (3) acknowledging and accepting the remaining house rules applicable to the participation in the Florida Keys Aquarium Encounters snorkel/dive during one or more of the Aquarium Encounters programs of Keys Encounters, Inc. at the Florida Keys Aquarium Encounters, Marathon, FL.

**Please read carefully, fill in all blanks, sign at the end, and initial each paragraph at \*\*. If guest in under 18 years of age, parent/guardian must sign at \*\*.**

In consideration of Keys Encounters, Inc. allowing me to participate in a program in which I will be participating in an Aquarium Encounters and/or snorkeling/diving in an aquarium tank or salt water lagoon, and interacting with Sharks, Stingrays, and other marine life, the undersigned declares:

### Release and Express Assumption of Risks:

\*\* \_\_\_\_\_ That he/she is physical, medically and psychologically fit to participate in the program(s) offered by Keys Encounters, Inc.

\*\* \_\_\_\_\_ That, if using the regulator in the Coral Reef Encounter, he/she is at least 5 years old at the time of participation. That he/she is and adequate swimmer, competent using swim fins and able to stay in an aquarium tank and/or sea water basin of 8 to 20 feet deep for about 30 minutes without forming a risk to him/herself or the others. Keys Encounters, Inc. reserves the right to require a participant to use a float device if and when a representative finds that the participant is not a proficient swimmer, or to remove a participant from the program.

\*\* \_\_\_\_\_ During an Aquarium Encounters Stingray, Nurse-ry, snorkel and/or dive program, participants have the opportunity to touch ,wade or swim with, surface snorkel and, dive underwater and feed stingrays, sharks, and other marine life. In case of a participating minor (<18 years), that parent/guardian is responsible for assessing the participants swimming skills before registering for this program.

\*\* \_\_\_\_\_ That he/she understands that diving/snorkeling is a physically strenuous adventure sport and that even though he/she follows all of the appropriate dive/snorkel practices, there is still some risk of him/her sustaining injuries, up to and including death, for which he/she assumes sole risk.

\*\* \_\_\_\_\_ That he/she understands and acknowledges that a close and personal encounter swimming, diving, and/or snorkeling in an aquarium tank and/or sea water basin of 8 to 20 feet, in the close proximity of marine wild life, including Sharks, Stingrays, and other marine life, has inherent dangers that no amount of care, caution or expertise can eliminate and can cause injury, up to and including death.

\*\* \_\_\_\_\_ That he/she acknowledges to fully understand that Keys Encounters, Inc. has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned and that treatment can be delayed until he/she can be transported to a proper medical facility.

\*\* \_\_\_\_\_ That he/she will inspect all of his/her equipment provided by Keys Encounters, Inc. prior to the program and will notify Keys Encounters, Inc. staff if any of the equipment is not working properly.

\*\* \_\_\_\_\_ That he/she expressly and voluntarily assumes the sole risk of personal injury, property damage or wrongful death upon himself/herself, whether foreseen or unforeseen, resulting from participation in the aforementioned

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program(s) and that he/she fully realizes that the risks and possible negative consequences of this participation are for the sole risk of the guest and that he/she based on this release will unconditionally release Keys Encounters, Inc. from all possible claims by third parties for any possible damage and/or negative consequences of his/her personal participation or the participation of the persons(s) for whom he/she bears or takes on responsibility.

\*\* \_\_\_\_\_ That he/she voluntarily and irrevocably, acting for him/herself and on behalf of the minor that he/she legally represents or for whom he/she takes responsibility, as for his/her heirs or legal successors of the minor, waives and relinquishes the right to claim damages from Keys Encounters, Inc. and its officers, directors, shareholders, partners, subcontractors, affiliates, employees, and agents for any property damage or injury, up to and including death arising as a result of the guest participating in an encounter at Florida Keys Aquarium Encounters.

\*\* \_\_\_\_\_ That he/she declares to promptly, meticulously and fully follow the instructions of the Keys Encounters, Inc. staff and, should this not be the case, agrees that further participation in the program(s) offered by Keys Encounters, Inc. and further access to the Florida Keys Aquarium Encounters premises can be denied without reimbursement of the program(s) fee and/or entrance fee.

\*\* \_\_\_\_\_ That he/she acknowledges that Keys Encounters, Inc. is the exclusive owner of the photo and video rights of all recordings – however made or named – that are made during the program(s) and/or in the Florida Keys Aquarium Encounters/Keys Encounters, Inc. premises by Keys Encounters, Inc. personnel. The Guest also hereby authorizes Keys Encounters, Inc. without any restriction or obligations towards the Guest, to print these photos and/or videos and to use them for sales, promotional and other activities.

\*\* \_\_\_\_\_ That he/she has read the forgoing paragraphs and fully understands the legal rights that he/she is giving up by signing this document, the he/she by participation in the program(s) out of free will knowingly exposes him/herself to certain risks and dangers. He/she further warrants that he/she has been fully and completely advised by the personnel of KEYS ENCOUNTERS, INC. preceding his/her signing of this waiver of the potential hazards and dangers incidental to engaging in the program(s) offered by KEYS ENCOUNTERS, INC. and the he/she persists in his/her will to participate with the full assumption of the sole risk for everything that can occur to him/her.

\*\* \_\_\_\_\_ The guest acknowledges that in any given situation any possible liability of KEYS ENCOUNTERS, INC., its employees, and/or agents shall be limited to any amount paid out under the applicable insurance policy.

\*\* \_\_\_\_\_ This Liability Release and Express Assumption of Risk shall be governed, construed, interpreted and enforced in accordance with the laws of Monroe County Florida, USA is the sole jurisdiction for resolution of any and all disputes arising in connection with the interpretation, construction and enforcement of this Liability Release and Express Assumption of Risk.

Signature: \_\_\_\_\_

If guest is under of the age of 18,  
Signature of Parent/Guardian required: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Encounter Guide: \_\_\_\_\_