



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

**Florida Keys Aquarium Encounters
Liability Release and Express Assumption of Risk**

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 and initial at ** on behalf of minor.

I _____,
Participant Name

HEREBY AFFIRM THAT BY SIGNING THIS RELEASE I AM GIVING UP MY RIGHT TO SUE and (1) acknowledging and accepting participants own risk, (2) releasing Keys Encounters, Inc., d/b/a Florida Keys Aquarium Encounters, and A Deep Blue Dive Center Corporation (hereinafter “Released Parties”); and (3) acknowledging and accepting the remaining house rules applicable to the participation in the Florida Keys Aquarium Encounters snorkel or dive programs at the Florida Keys Aquarium Encounters, Marathon, FL.

In consideration of Keys Encounters, Inc. allowing me or my child (if signing on behalf of minor) to participate in an Aquarium Encounters program, that may involve snorkeling, skin diving, scuba diving or diving on the surface or underwater on compressed or non-compressed air, in an aquarium tank or salt water lagoon, and interacting with sharks, stingrays, and other marine life (collectively referred to as a “program” or “programs”), the undersigned declares:

** _____ That participant is physically, medically and psychologically fit to participate in the program(s) offered by Keys Encounters, Inc.

** _____ That participant understands that scuba diving, skin diving, diving, and snorkeling is a physically strenuous adventure sport and that even though he or she follows all of the appropriate dive and snorkel practices, there is still some risk of injury, up to and including death, for which participant assumes sole risk. Participant understand that they will be exerting themselves during the program(s) and that if injured as a result of heart attack, panic, hyperventilation, etc. that they expressly assume the risk of said injuries and will not hold the Released Parties.

** _____ Participant understands that past or present medical conditions may be contraindications to their participation in the program(s). Participant affirms they are not currently suffering from a cold or congestion, or have an ear infection. Participant affirms they do not have a history of seizures, dizziness, fainting, or a history of a heart condition or circulatory condition (e.g. cardiovascular disease, angina, heart attack). Participant does not have a history of respiratory problems such as asthma, emphysema or tuberculosis. Participant is not currently taking medication that carries a warning about any impairment of physical or mental abilities. Participant agrees to accept responsibility for any omission(s) regarding the failure to disclose any existing or past health conditions. That participant acknowledges and understands that Keys Encounters, Inc. has limited medical resources and in the event of illness or injury, appropriate medical care must be summoned and treatment can be delayed until transportation to a proper medical facility can be arranged.

** _____ That participant is at least 8 years old at the time of participation. The participant is a proficient swimmer, competent using swim fins and able to stay in an aquarium tank or sea water basin of 8 to 20 feet deep for 30 minutes without forming a risk to him or herself or to 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 a program(s) participants have the opportunity to touch, wade, swim, snorkel, and dive underwater and feed stingrays, sharks, and other marine life. In case of a participating minor (under 18 yrs old), that parent/guardian is responsible for assessing the participants swimming skills before registering for this program.

** _____ Participant understands 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 the program offered by Florida Keys Aquarium Encounters 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 site.

** _____ That participant understands and acknowledges that a close and personal encounter swimming, diving or snorkeling in an aquarium tank 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 participant will inspect all of his or 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 participant voluntarily and irrevocably, acting for him or herself and on behalf of the minor that he or she legally represents or for whom he or she takes responsibility, assumes all risks and waives and relinquishes the right to any claim or suit against Keys Encounters, Inc., and A Deep Blue Dive Center Corporation, or any of their respective 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 participation in an encounter or program(s) at Florida Keys Aquarium Encounters. Regardless of the foregoing, participant expressly agrees and acknowledges that in any given situation any and all possible liability of Keys Encounters, Inc., its employees or agents shall be limited to any amount paid or payable under any applicable policy of insurance.

** _____ That participant 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 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 participant agrees and 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 or upon the Florida Keys Aquarium

Encounters premises by its 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.

** _____ This Liability Release and Express Assumption of Risk Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida, USA, it is specifically agreed that Monroe County, Florida shall be the sole jurisdiction for resolution of any and all disputes arising from or in connection with the interpretation, construction and enforcement of this Liability Release and Express Assumption of Risk Agreement or for any action at law or in equity arising out of the participation in the aforementioned activities or presence on the property owned and operated by Keys Encounters, Inc.

BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESSED INTENTION TO GIVE UP MY RIGHT TO SUE, AND TO EXEMPT AND RELEASE, KEYS ENCOUNTERS, INC. D/B/A FLORIDA KEYS AQUARIUM ENCOUNTERS, A DEEP BLUE DIVE CENTER CORPORATION, ITS RESPECTIVE OFFICERS, EMPLOYEES OR ASSIGNS, AND ALL INDIVIDUALS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT (HEREINAFTER "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE, ON THE PART OF THE RELEASED PARTIES.

BY SIGNING THIS DOCUMENT I HEREBY CERTIFY THAT I HAVE DONE SO VOLUNTARILY AND THAT I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT IN ITS ENTIRITY. I FULLY AGREE TO THE TERMS AND CONDITINS HEREIN AND REALIZE THAT THEY ARE GIVEN IN EXCHANGE FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES OR PROGRAMS OFFERED BY KEYS ENCOUNTERS, INC., D/B/A FLORIDA KEYS AQUARIUM ENCOUNTERS.

PLEASE BE SURE TO PUT THE DATE THAT YOU WILL BE PARTICIPATING IN YOUR ENCOUNTER.

Signature of Guest: _____

Date of your encounter: _____

Printed Name of Guest: _____

***If guest is under the age of 18 a parent or natural guardian must read and sign following page.**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF KEYS ENCOUNTERS, INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM KEYS ENCOUNTERS INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND KEYS ENCOUNTERS, INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature: _____

**If guest is under of the age of 18,
Signature of Parent/Guardian required: _____

Print Name: _____

Signature of Encounter Guide: _____