

Encounter: _____

Encounter Time: _____



ADULT 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

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

Please read carefully, fill in all blanks, initial each paragraph at **, and sign at the end.

I _____, UNDERSTAND THAT THE PURPOSE OF SIGNING THIS AGREEMENT IS TO EXEMPT AND RELEASE KEYS ENCOUNTERS, INC., D/B/A FLORIDA KEYS AQUARIUM ENCOUNTERS, AND A DEEP BLUE DIVE CENTER CORPORATION, THEIR 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 PARTICIPATION IN ANY ACTIVITY OR PROGRAM(S) OFFERED BY RELEASED PARTIES OR ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE, ON THE PART OF THE RELEASED PARTIES.

In consideration of Released Parties allowing me to enter its premises and participate in a 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:

** _____ Participant is physically, medically and psychologically fit to participate in the program(s) offered by Released Parties.

** _____ Participant understands and acknowledges that a close and personal encounter swimming, diving or snorkeling in an aquarium tank or sea water basin, 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.

** _____ Participant declares to promptly, meticulously and fully follow the instructions of the Released Parties 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.

** _____ Participant understands that scuba diving, skin diving, diving, and snorkeling are physically strenuous activities and that even though he/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 will inspect all of his/her equipment provided by Released Parties prior to the program and will notify staff if any of the equipment is not functioning properly. Participant understands 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. Participant further 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 Released Parties 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.

** _____ Participant understands that past or present medical conditions may be contraindications to their participation in the program(s). Participant represents and affirms they have not tested positive for the Coronavirus disease (COVID-19). Participant affirms they are not currently suffering from a cold, congestion or have an ear infection. Participant does 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 or stroke). 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 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 Released Parties.

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 EXCHANCE FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES OR PROGRAMS OFFERED BY RELEASED PARTIES.

Signature of Participant: _____

Date of your encounter: _____

Printed Name of Participant: _____

Initials of Encounter Guide: _____