

Waiver, Release and Indemnity Agreement  
Gulf of Mexico Foundation, Inc.  
PMB 51, 5403 Everhart Rd  
Corpus Christi, TX 78411  
(361) 882-3939

I hereby certify that the attached statements regarding my experience, knowledge and training are correct and I understand that my acceptance on this educational expedition is predicated upon my assurance that I am physically and mentally fit to engage in ocean scuba diving and have sufficient training for this activity, and I fully understand all of the risks and dangers involved and do personally and totally assume all such risks.

I further understand the remoteness of the areas involved, and understand the problems associated with the possible lack of adequate medical facilities, personnel, and equipment in this area, and do hereby authorize the official trip leaders and divemasters to act in my behalf, as they see fit, at their sole discretion, in the event of my involvement in a medical emergency and/or my incapacitation and/or death, and do hereby assume and agree to pay for, and do hereby transfer said liability to my estate and my heirs, any and all medical expenses, evacuation expenses, or related expenses incurred or committed for, in or on my behalf by the trip leaders and/or divemasters, or their agents, and do agree to hold the trip leaders and/or divemasters or their agent(s) harmless for such actions as they may take on my behalf as outlined above.

For and in consideration of permitting (print name): \_\_\_\_\_ to participate in the Gulf of Mexico Foundation (GMF) educational expedition to: Flower Garden Banks National Marine Sanctuary, Stetson Bank, and possibly a petroleum production platform in the Gulf of Mexico beginning on or about 11 July 2009 and ending on or about 15 July 2009 the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any, and all, actions or causes of action for personal injury, including sickness and/or disease, property damage, and for whatever period said activities may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators or assigns, prosecute, present any claim for personal injury, including sickness and/or disease, property damage, or wrongful death against GMF, or any of their officers, directors, divemasters, agent, trip leaders, scuba instructor rated members, servants, employees, or members in general for any of said causes of action, whether the same shall arise by the negligence of any of the said persons, or otherwise.

The Undersigned, realizing that GMF stipulates that all diving on GMF educational expeditions is to be done in accordance with the Navy Dive Tables, may elect instead to use a Dive Computer or other such similar instrument instead of the dive tables mentioned above on the above mentioned GMF educational expedition. If the Undersigned elects to use such Dive Computer, he/she warrants that he/she has had proper and sufficient training to use the instrument in the manner for which it was designed, and that said instrument is in good working condition, accordingly, therefore, he/she hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, including sickness and/or disease, property damage

or wrongful death occurring to him/herself arising as a result of the use of a Diving computer or other such similar instrument, wherever or however such use may occur and for whatever period such use may continue.

The Undersigned, for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the events any claim for said reasons shall be prosecuted against any of the said persons, he/she indemnify and save harmless the same said persons from any and all claims or causes of action by whomever or whenever made or presented for personal injuries, including sickness and/or diseases, property damage or wrongful death.

The Undersigned acknowledges that he/she has read the foregoing five paragraphs, and has been fully and completely advised of the potential dangers incidental to engaging in the activities included in this activity, and is fully aware of the legal consequences of signing this instrument.

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Legally Responsible Next of Kin or Guardian (print name): \_\_\_\_\_

Signature of legally responsible next of kin or guardian: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Witness name (print name): \_\_\_\_\_

Witness signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_