

COMPLETE LIABILITY RELEASE AND INDEMNITY AGREEMENT

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE BIMINI SANDS, ITS EMPLOYEES AND AGENTS AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OF OMISSIONS:
2. I understand there are inherent risks and dangers associated with scuba diving and snorkeling including, but not limited to, risks associated with equipment failure, perils of the sea, and acts of fellow divers.
3. I acknowledge that I am physically fit to scuba dive & snorkel and I will not hold any of the above named responsible if I am injured as a result of heart problems, lung problems, or any other illnesses, or medical problems, or any other reason which occur while diving and/or snorkeling.
4. I do not have in my possession any illegal drugs, or am I taking, nor have I recently taken, any drugs or medications that would impair my ability to scuba dive or snorkel.
5. Prior to leaving the dock, I will inspect all equipment to be used and I will not use any defective equipment.
6. I will be present at and attentive to the safety briefing given by the Tournament Director and if there is anything that I do not understand or have been taught differently, I will notify the Tournament Director immediately.
7. I understand I have a duty to plan and carry out my own dive and to be responsible for my own safety and the safety of my buddy.
8. I will follow safe diving practices at all times and agree to not exceed depths of 130 feet and stay within decompression limits during the tournament.
9. I will immediately stop if:
 - I feel uncomfortable with my diving abilities; and/or
 - Diving conditions are worse then those for which I have experience.

10. I am aware of the dangers of holding my breath while diving and the dangers associated with rapid ascents.

11. I fully understand and am aware that the island has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

12. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE BIMINI SANDS, ITS EMPLOYEES AND AGENTS AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSE BY NEGLIGENCE OR GROSS NEGLIGENCE OR ANY OTHER ACTION OR IN ACTION BY ANY OF THE PARTIES SET OUT IN THIS PARAGRAPH AND I ASSUME ALL RISK IN CONNECTION WITH SCUBA DIVING AND SNORKELING ACTIVITIES.

1. Furthermore, I agree to indemnify, and hold Bimini Sands, its employees and agents harmless from any claim, demand, or cause of action whatsoever which may arise as a result of my participation in this open lobster tournament on _____, 2006. It is my intent and purpose that this indemnity shall be a blanket indemnity agreement to protect Bimini Sands, its employees and agents from any liability as a result of my participation in this event. I intend for my estate or anyone claiming under me to be bound by this Release and Indemnity Agreement.

2. I HAVE READ THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES.

DATE THIS _____ DAY OF _____, 2006.

(SIGNATURE) _____
(PHONE) _____
(PRINT NAME) _____
(DIVE BUDDY) _____
(PERMANENT ADDRESS) _____
(CITY/STATE/ZIP) _____

B A H A M A S
LOBSTER FEST