



Gold Hound Treasure Divers and Gold Hound Inc. Boat Diving Release and Waiver of Liability

In consideration of permitting me, Print Full Name to participate in Treasure Salvage and/or scuba diving activities and related operations conducted by any employees, agents, owners, operators through the facilities of *Gold Hound inc., Gold Hound Treasure Divers, Mel Fisher Center, Capt Hiram's and Sebastian Inlet Marina and Trading Company* onboard the *M/V GoldHound* beginning

on the Day day of Month, 20Yr, to the Day day of Month, 20Yr, I, myself, my personal representatives, heirs and next of kin: HEREBY acknowledge that TREASURE SALVAGE AND/OR SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and /or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance travel. I UNDERSTAND that the open water diving trips which are necessary for Treasure Salvage may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities. I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE the above dive business, its facilities, its dive leader, or any of its officers, agents or employees (the Releasees) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation in Treasure Salvage and/or Scuba Diving activities, or any other related Salvage operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise, I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in Treasure Salvage and/or Scuba Diving activities, or any other related Salvage operations whether caused by the negligence of the Releasees or otherwise. I HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in Treasure Salvage and/or Scuba Diving activities and related diving operations.

Participant's Name: Joe Treasure Diver

Address: 327 Gold Coast Drive

City: Sarasota State: FL Zip: 34242

Certification Agency & Number: PADI # 23872 Cert. Level: Adv Openwater

Phone Number: 941-748-3348 Email goldhunter@gmail.com

Signature: _____ Date: Day Month Year