GENERAL LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in ALL blanks before signing.

I, _____, understand and agree that neither ***PT Solitude Resorts Indonesia*** (Indonesia), ***Solitude Lembeh Resort's*** dive guides, dive instructors, crew members, boat captains, owners of the vessels, employees, nor the owners, officers, employees, agents, assigns and/or entities of ***CKM2 Holdings Pte Ltd, Solitude Cruise & Scuba Company (Palau), Solitude Liveaboards, Solitude Liveaboards & Resorts, Nomadic Underwater & Tours (Philippines)*** and/or its affiliate or subsidiary corporations (all parties hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage or wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

(Print Your Name)

I, _____, hereby affirm I am voluntarily engaging in the recreational activities planned by ***Solitude Lembeh Resort*** and/or any of the Released Parties. These recreational activities include, **but are not limited to** all physical activities related to skin (snorkelling) and scuba diving, boating, water sports and land excursions. I certify that I am fully aware of and expressly assume all risks involved in scuba diving, snorkelling, boating, and any other physical activities.

(Print Your Name)

If I engage in scuba diving, snorkelling and/or boat travel, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor or a competent swimmer and skin diver, and that I am aware that boat travel, skin and scuba diving have inherent risks, including those hazards occurring during boat travel to and from the dive/snorkel/destination site, which may result in serious injury or death. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational activity or part of a class. I also agree to follow ***Solitude Lembeh Resort*** established safe boat travel, skin and/or scuba diving practices in order to increase/maintain my comfort and safety. I also understand that I should not go to altitude (ie. fly) within 12 hours of completing a single dive or 18 hours for multiple dives (longer where possible). If I rent, borrow, or use equipment from ***Solitude Liveaboards & Resorts*** and/or any of the Released Parties, I understand and agree to release of my rights to sue for injuries or death resulting from the rental and/or use of ***Solitude Liveaboards & Resorts*** equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the rental and/or use of this equipment. I also acknowledge receipt of the equipment, and, if any of this equipment is to be used for scuba diving, that I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor. I also acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of air in my scuba tank(s) rented. I also agree to reimburse ***Solitude Liveaboards & Resorts*** and/or any of the Released Parties for loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment to ***Solitude Liveaboards & Resorts*** in clean condition and to pay a cleaning fee if not returned cleaned.

I understand that it is preferred for me to have enrolled in travel/scuba diving insurance before departing on my trip on board MV Solitude One. If I have not done so, I assume full responsibility for all expenses incurred resulting from any injury inflicted upon me while taking part in any activities planned by ***Solitude Liveaboards & Resorts*** and/or any of the Released Parties.

I further state that I am of lawful age (18 years of age or older) and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

(Print Your Name)

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN BOAT TRIPS, SCUBA DIVE(S), SNORKELING AND/OR LAND EXCURSIONS, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME, MY HEIRS, ASSIGNS AND BENEFICIARIES FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

_____	_____	_____
(Print Your Full Name)	(Participant's Signature)	(Date: Day/Month/Year)
_____	_____	_____
(Print Parent's/Guardians Full Name)	(Parent's/Guardian's Signature)	(Date: Day/Month/Year)