

2DIVE4 LIABILITY RELEASE
No. 121-I Estate La Valle, St. Croix

By My/Our signatures below I/We(hereinafter guests) understand and agree that neither DAVID E. and SUSAN E. MICKLEY(the owners), nor their affiliates or corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and /or entities (hereinafter "Released Parties"), their heirs, nor the leased premises located at No. 121-I Estate La Valle, St. Croix, U. S. Virgin Islands shall be held liable or responsible in any way for any occurrence while on the leased premises or on any dive trip while occupying the leased premises, which may result in personal injury, property damage, wrongful death or other damage to me/us or my/our family, heirs, or assigns that may occur as a result of my participation as a guest on this property or on any dive trip(s) and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active.

SPECIAL CONDITIONS OF LEASED PREMISES: Owners bring to guest's attention special conditions of the leased premises, and by executing this Rental Agreement and Release, Guest agrees that he/she/we have received notice of the same and will exercise due caution. These special conditions are:

- (a) **The POOL DECK IS SLIPPERY WHEN WET.**
- (b) **THERE ARE EXTREME FALLING HAZARDS FROM THE EDGE OF THE POOL AND SPA.**
- (c) **The POOL IS TEN (10) FEET DEEP, AND NO DIVING IS ALLOWED IN THE POOL.**
- (d) **CHILDREN MUST BE SUPERVISED AT ALL TIMES WHILE ON THE LEASED PREMISES.**

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DIVING: If Guest (s) choose to engage in diving while occupying the leased premises, Guest (s), individually, hereby affirm that I/we am/are certified diver(s) or student diver(s). GUEST(s) may use the premises as a launching point for said diving. However, in using the premises as a launching point for diving, I/we thoroughly understand the hazards of scuba diving, including the hazards of shore entries. **I/We understand that these hazards include, but are not limited to, slipping and falling while entering or exiting the sea, air expansion injuries, drowning, decompression sickness, being cut or struck by a boat while in the water, and other perils on the sea.** By signing this release, I/we certify that I/we am/are fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

LEGAL CAPACITY: I/We further state that I/we am/are of lawful age and legally competent to sign this Liability Release. I/we understand that this Liability Release coupled with the separate Rental Agreement, is the entire agreement between the parties, and I/we further understand that the terms in the Rental Agreement And Liability Release are contractual not a mere recital, and that I/we have signed these documents of my/our own free will.

IT IS THE INTENTION OF THE TENANTS IDENTIFIED AND EXECUTING THIS RELEASE HEREIN TO EXEMPT AND RELEASE THE OWNERS **DAVID E. and SUSAN E. MICKLEY** THEIR AFFILIATES OR CORPORATIONS, OFFICERS, EMPLOYEES, AGENTS, HEIRS AND ASSIGNS AND **PLOT NO. 121-I ESTATE LA VALLE, ST. CROIX, U. S. VIRGIN ISLANDS** 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.

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I/WE ACKNOWLEDGE THAT I/WE HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN SCUBA DIVE(S), AM/ARE FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I/WE UNDERSTAND AND AGREE THAT THE DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING DAMAGES FROM THE OWNERS, **DAVID E. and SUSAN E. MICKLEY** THEIR AFFILIATES OR CORPORATIONS, OFFICERS, EMPLOYEES, AGENTS, HEIRS AND ASSIGNS AND **PLOT NO. 121-I ESTATE LA VALLE, ST. CROIX, U. S. VIRGIN ISLANDS**, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY MY/OUR USE OF THE PREMISES, INCLUDING BUT NOT LIMITED TO ANY DIVE AND/OR BOAT TRIPS, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

The heretofore called "**GUESTS**" do hereby agree & affirm that all terms & provisions of this release are also binding upon their family & representatives & that they clearly understand & agree in full with the meaning, purpose & intent of this document.

THIS RELEASE made this _____ day in the month of _____ and the year_____.

Print/Type Guest's Name

Guest's Signature

Print/Type Guest's Name

Guest's Signature

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