



Rongelap Tourism Co., Inc. DbA Rongelap Expeditions
P.O. Box 1469 Lagoon Dr. Majuro, MH. 96960
Phone: (692) 625-7872 Fax: (692) 625-7873

Web: www.rongelapexpeditions.com, Email: info@rongelapexpeditions.com

Rongelap Tourism, Inc., DBA Rongelap Expeditions Diving Release and Waiver

Name: _____ Cruise Date(s): _____
Home Address: _____ Phone – Home: _____
City: APO _____ State: _____ Zip: _____ Fax: _____
Country: _____ Citizenship: _____ Passport #: _____
Occupation: _____ Date of Birth: _____ E-mail address: _____
Emergency Contact: _____
(Name, Address, Telephone, Relationship)

Certifying Agency: PADI Cert. Number: _____ Cert. Level: _____
Approximately how many dives have you logged previously (as of the date of signing this form)? _____
Approximately when was your last open water dive (give date and location)? _____
Arriving Flight Number and Time: _____ Departing Flight: _____
Special Requests (dietary or otherwise): _____

We strongly recommend that each guest purchase comprehensive accident, medical, baggage and trip cancellation/interruption insurance when space is reserved. Trip insurance will protect you from financial disappointment in the event unforeseen circumstances prevent the vessel from making its scheduled trip. In the event it is necessary to cancel or interrupt a charter due to weather or any matter beyond the control of Rongelap Tourism, Inc., there will be no refund or credit issued. We also require proof of diving accident insurance. Please inquire with our reservation office for assistance.

I hereby certify that I have read and understand the foregoing statement. **X**Signature _____

MEDICAL HISTORY

To the participant: The following information is intended for use in the case of an emergency in the event you should be unable to supply it. PLEASE REMEMBER THAT YOU ALONE ARE RESPONSIBLE FOR DETERMINING YOUR MEDICAL AND PHYSICAL FITNESS TO DIVE OR TO TAKE PART IN ANY OTHER ACTIVITIES DURING THIS TRIP. WE TAKE NO RESPONSIBILITY WITH RESPECT TO YOUR DETERMINATION. If you have any questions concerning your medical or physical fitness to dive or take part in any such activities, please consult your personal physician.

Please check any of the following items which apply to your past medical history or present medical condition:

- | | |
|---|---|
| <input type="checkbox"/> I am currently suffering from cold or congestion. | <input type="checkbox"/> I have had decompression sickness (Bends) or another diving accident. |
| <input type="checkbox"/> I am currently taking medications. *
*Please list medications _____ | <input type="checkbox"/> I have hay fever or other allergies. |
| <input type="checkbox"/> I have a history of respiratory problems or disease. | <input type="checkbox"/> I have a history or high blood pressure. |
| <input type="checkbox"/> I am diabetic. | <input type="checkbox"/> I have a collapsed lung (pneumothorax). |
| <input type="checkbox"/> I have a history of seizures, dizziness, fainting or blackouts. | <input type="checkbox"/> I have had surgery or a penetrating injury to my chest. |
| <input type="checkbox"/> I have had asthma, emphysema, or tuberculosis. | <input type="checkbox"/> I am under the care of a physician or have a chronic illness. |
| <input type="checkbox"/> I have a history of sinus problems. | <input type="checkbox"/> I am not pregnant. |
| <input type="checkbox"/> I have a nervous-system disorder. | <input type="checkbox"/> I am not nor have I ever suffered from any mental and/or physical disease, illness or disability, which would render me, unfit for scuba diving, scuba instruction, snorkeling, or any other water sports. |
| <input type="checkbox"/> I have had a head or back injury. | |

I hereby certify that the foregoing is true and correct. **X**Signature _____



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RELEASE OF LIABILITY

I, the undersigned, hereby affirm that I am a certified diver and am cognizant of all of the inherent dangers of risks of skin and scuba diving, and of the basic safety rules for water and underwater activities.

I fully understand and agree in consideration of my being permitted to engage in scuba diving, dive boat use, equipment use, snorkeling, other water sports activity or any other activity relating to a dive trip (hereinafter "diving activities"), all such diving activities are at my own risk and I hereby freely and voluntarily release, discharge, waive and relinquish any and all claims for causes of action arising from or in connection with any diving activities including, without limitation, those for or relating to personal injury, illness, property damage or wrongful death occurring to me and/or arising against Rongelap Tourism, Inc., d/b/a Rongelap Expeditions, or any officers, agents, servants or employees thereof or any affiliated corporation or subsidiary (herein after collectively referred to as "Rongelap Expeditions") as a result of my engaging in diving activities, wherever and however such injuries, damages or death may occur and for whatever period of time said diving activities may continue, and I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any actions or causes of action which may hereafter arise for me or my estate against Rongelap Expeditions, and I agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, property damage or wrongful death against Rongelap Expeditions, as a result of the negligence of Rongelap Expeditions or otherwise.

I fully understand the hazards and dangers incidental to engaging in the diving activities and I hereby assume all such risks and dangers attendant to those activities, including, without limitation, any negligence of Rongelap Expeditions.

BY SIGNING THIS AGREEMENT, I RELEASE Rongelap Expeditions FROM ANY CLAIM OR ANY CAUSE OF ACTION I, OR MY ESTATE, MAY HAVE FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING FROM DIVING ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF Rongelap Expeditions AS ABOVE DEFINED OR OTHERWISE AND AGREE TO HOLD Rongelap Expeditions HARMLESS FOR ANY CLAIMS AND/OR FOR ANY INJURY OR DEATH WHICH MAY OCCUR TO ME DURING OR AS A RESULT OF ANY DIVING ACTIVITIES.

I agree to furnish my own equipment and be responsible for its good operating condition regardless of where I obtain it. I agree further that prior to each dive I will check my own equipment and my buddy's equipment to ensure

proper function, completeness and familiarity and do not expect my equipment to be inspected by anyone else. If I obtain any equipment from Rongelap Expeditions, I hereby accept the equipment as is. I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. Rongelap Expeditions accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of any equipment is at my own risk. I agree that I shall return the same in good order and working condition and shall be financially liable for any deviations therefrom.

I understand that the nearest operational recompression chamber may be many hours away and may require air evacuation. The time involved with boat and air transport poses additional risk to my personal safety.

I voluntarily accept this additional risk and I am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary by Rongelap Expeditions or myself.

CONSERVATION AGREEMENT

I agree to leave all sites of said activities undisturbed. I will not willfully damage, collect nor remove any live animal, shellfish, fish, coral and items pertaining to shipwrecks, including fixtures from their present environment.

JURISDICTION AND VENUE

I have read, fully understand and agree to the printed conditions of this Release and Waiver and hereby waive for myself, my heirs, executors and administrators any claims and demands or causes of action of any nature whatsoever against Rongelap Expeditions arising hereunder. This agreement shall be determined according to the laws of the Marshall Islands and any lawsuits filed against Rongelap Expeditions shall be adjudged in the courts of the Marshall Islands to the exclusion of any other courts.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AM QUALIFIED IN LAW AND EQUITY TO SIGN IT AND INTEND AND AGREE TO BE BOUND BY IT.

I hereby declare that I am of legal age and am competent to sign this waiver and release agreement or that my parent or guardian will sign this document on my behalf if I am a minor.

Participant (Please Print):

XSignature: _____

Signature of parent or Guardian (if release pertains to a minor): _____

Witness: _____