



LIABILITY WAIVER & ASSUMPTION OF RISK

Responsibility For Participation In Inherently Dangerous Activities

Release executed on _____, 20_____, by

_____ (Releaser's Name), of

_____ (Street Address),

_____ (City),

_____ (State or Country),

referred to hereinafter as Releaser.

In consideration of being permitted to participate in observations of and interaction with wildlife, marine life and sharks or their habitat on cruises conducted on the *MY Basilisk* operated by *Basilisk Cruises Ltd.* of Victoria, Mahé, SEYCHELLES, I certify, acknowledge and agree to the following, each clause of which I have initialed in acceptance.

Please initial your acceptance against each clause.

1. _____ I recognize that the aforementioned activities conducted on behalf of Blue Oceandreams Ltd. of Basel, Switzerland, whether conducted on land, sea or air, whether conducted on foot, watercraft, land-craft, seacraft or aircraft are all inherently dangerous activities.

2. _____ I hereby, as Releaser for my personal representatives, heirs, and next of kin, release, waive, discharge and covenant not to sue Blue Oceandreams Ltd. of Basel, Switzerland, its officers and members, promoters, sponsors, agents, advertisers, owners and leasees of the premises and each of them, their officers and employees, all referred to as Releasees, from all liability to me, my personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage therefore, on account of injury to my person or property whether or not resulting in my death, whether caused by the negligence of Releasees or otherwise while traveling aboard any craft, or accompanied by or swimming with or without SCUBA, or for any purpose participating in any activity arranged or conducted on behalf of Blue Oceandreams Ltd.

3. _____ I agree to indemnify the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to my presence in or on any areas, whether caused by the negligence of the Releasees or otherwise.



4. _____ I voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, death or property damage occurring to me as a result of engaging in SCUBA diving or in any activities incidental to such SCUBA diving activities, wherever or however any such injury, death or property damage may occur, whether by the negligence of Releasees or otherwise, and for whatever period during which such diving activities or instruction may continue.

5. _____ By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in Blue Oceandreams Ltd. activities, whether or not the injury suffered was specifically enumerated herein, whether or not the injury was contemplated herein and whether or not the participation was conducted for recreational, educational or research purposes.

6. _____ I assume full responsibility for any risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in or on any Blue Oceandreams Ltd. related activity, while participating in, traveling in connection with, observing, working or for any purpose involved in such activities including but not limited to diving, interaction or observation of wild life, sharks and/or their habitat and any other activity whether or not the activity appears Inherently Dangerous.

7. _____ I understand that activities may be carried out in remote areas in which emergency facilities may be limited or delayed and further release all officials and professional personnel from any claim whatsoever on account of first aid, treatment or services rendered to me during participation in any Inherently Dangerous Activities.

8. _____ I acknowledge and accept that while Blue Oceandreams Ltd. has assisted with arranging travel, accommodation and other services, that Blue Oceandreams Ltd. has no liability regarding these matters and has acted solely as an intermediary for these services. I accept that Blue Oceandreams Ltd. is not in any way responsible for loss of baggage, delays, loss of international connections, injury or death in respect to any matters related to transportation to and from the vessel *M/Y Basilisk*.

9. _____ I acknowledge and accept that I will take out vacation and travel insurance which provides for emergency evacuation and hospitalization including COVID-related matters, diving accident coverage and trip cancellation indemnity, such insurance to be valid in the geographical areas of the activity concerned. I will supply Blue Oceandreams Ltd. with a copy of such insurance policy prior to boarding the vessel *M/Y Basilisk*.



10. _____ I acknowledge and accept that I will present proof of full vaccination against the COVID virus with a WHO fully-approved vaccine and any subsequently required boosters valid at least 2 weeks prior to arrival on-board. Use of one of the following approved by the European Medicines Agency (EMA) is recommended

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- Comirnaty Pfizer/BioNTech by BioNTech Manufacturing GmbH Spikevax, formerly Moderna by Moderna Biotech Spain, SL
- Vaxzevria, formerly AstraZeneca by AstraZeneca Ab
- Janssen (Johnson & Johnson) by Janssen – Cilag International NV
- BIBP/Sinopharm by Beijing Institute of Biological Products
- Covishield by Serum Institute of India
- CoronaVac by Sinovac Life Sciences

11. _____ I hereby affirm that I have carefully read the above release and know the contents of the release and sign this release as my own free act.

12. _____ I understand and agree that neither Blue Oceandreams Ltd. nor the crew or owner of any vessel, support vessel or vehicle, nor the owners, officers, trustees, employees, members, agents, sponsors, or assignees of the above listed individuals/or entities (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, death or alleged wrongful death, or any other damage to me or my family, heirs, or assignees that may occur as the result of my participation in this trip(s), dive(s), air travel(s), or other travel(s) as the result of negligence of any party, including the released parties, whether by act or omission.

I state that I am of lawful age and competent to sign this Liability Release, Waiver and Assumption of Risk, or that I have obtained the consent of my parent or guardian as indicated by their signatures below. This release contains the general agreement between the parties to this agreement. The terms of this release are contractual and binding under the laws of Basel, Switzerland.

Dated: _____, 20 ____

PRINT RELEASER NAME

RELEASER SIGNATURE

PRINT WITNESS NAME

WITNESS SIGNATURE