



Reviewed by:

\_\_\_\_\_  
(SeaTREK® Guide Name)

# PARTICIPANT RECORD & LIABILITY RELEASE

Name (complete): \_\_\_\_\_

Birth Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State / Country: \_\_\_\_\_ Country Code: \_\_\_\_\_

Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Number: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

Please answer the following regarding your past and / or present medical history with a **YES** or **NO**. A positive response may not disqualify you from SeaTREK. You must be honest with your responses. Certain pre-existing medical conditions can lead to **injury or death**. Do not put your health at risk.

## Do you have any of the following conditions?

- 1. Are you or could you be pregnant?
- 2. History of heart attacks, strokes, heart disease, angina, heart or blood vessel surgery?
- 3. Epilepsy, blackouts, fainting, convulsions, or take medication(s) to prevent them?
- 4. Any form of lung disease?
- 5. Current cold, bronchitis or sinus related issues?
- 6. Problems equalizing (popping) ears with airplane or mountain travel?
- 7. Have had sinus or ear surgery?
- 8. Asthma or wheezing with breathing or exercise?
- 9. History of bleeding, blood disorders, high blood pressure or take medication(s) to control it?
- 10. History of diabetes affecting your ability to participate in a strenuous activity?
- 11. Currently under the influence of drugs or alcohol?

If you have answered **YES** to any of the above, you must be cleared by a physician to participate.

I, \_\_\_\_\_ (print full name), verify that a physician is aware of my current medical status and medical history and has cleared and released me in writing to swim, snorkel or dive. I also verify that the information I have provided about my medical history is accurate and complete. I agree that I will not fly within 12 hours after completing the SeaTREK excursion.

Signed: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**REVIEW / SIGN REVERSE SIDE**



# LIABILITY RELEASE & EXPRESS ASSUMPTION OF RISK

I desire to participate in the underwater SeaTREK® experience (“SeaTREK”). I am aware that there are inherent risks in participating in SeaTREK. In consideration of being allowed to participate in SeaTREK, I hereby personally assume all risks of this experience, whether foreseen or unforeseen, that may occur while I participate in the SeaTREK experience. My participation in SeaTREK is entirely voluntary.

I understand that SeaTREK involves diving with compressed air with certain inherent risks including, but not limited to, personal injury or death, decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I understand that such facilities may not be in close proximity to the SeaTREK location. I still choose to participate in SeaTREK knowing these risks.

I further understand that the underwater experience of SeaTREK may be physically strenuous and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for such injuries. I understand that past or present medical conditions may be contraindicative to participation in SeaTREK. I declare that I am in good mental and physical fitness for participating in SeaTREK, and that I am not under the influence of alcohol or any drugs that are contraindicatory to participating in SeaTREK.

I, individually and on behalf of my family, estate, heirs, successors and assigns release my SeaTREK Guide (meaning an employee of SeaTREK Licensee or Operator); the SeaTREK Licensee or Operator (meaning Atlantis The Palm Limited, The Royal Atlantis Resort & Residences FZCO and Kerzner International Management FZE and their respective parent, related and affiliated companies at every tier, shareholders, directors, employees and agents), ticket sellers, and its affiliates, subsidiary companies, any of their respective employees, officers, managers, members, contractors, subcontractors, manufacturers and vendors including Sub Sea Systems, Inc. (“Released Parties”) from any and all claims, lawsuits, liability and costs (including reasonable attorney fees) related to any injury, death or other damages to me, that occur as a result of my participation in SeaTREK or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I am of lawful age and legally competent to sign this liability release, or I have the written consent of my parent or legal guardian. This Release is governed by the laws of Dubai and the Dubai courts shall have jurisdiction. 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, successors or beneficiaries may have to sue the Released Parties as a result of my death. I have signed this Release voluntarily and with the knowledge that I am agreeing to waive my legal rights.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_