

GENERAL LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and complete all applicable fields before signing.

I, _____, understand and agree that, for the purposes of this Agreement, the “Released Parties”
(Print Your Full Name)

means **PT Solitude Resorts Indonesia, doing business as Solitude Lembbeh Resort, Solitude World Pte Ltd (Singapore), CKM2 Holdings Pte Ltd (Singapore) and any company operating under the Solitude Liveboards and Resorts brand in connection with Solitude Lembbeh Resort.** The term also includes each such entity's respective parent companies, holding companies, subsidiaries, affiliates, shareholders, beneficial owners, directors, officers, employees, agents, assigns, local operating partners, contractors, subcontractors, boat owners, boat operators, boat captains, crew members, dive guides and dive instructors. I understand and agree that no Released Party may be held liable or responsible in any way for any occurrence during my stay or participation in any activity that may result in personal injury, property damage, wrongful death or other damages to me, my family, estate, heirs or assigns, whether arising from my stay, participation in an activity or from the negligence of any party, including a Released Party, whether passive or active.

I, _____, hereby affirm that I am voluntarily engaging in the recreational activities planned by
(Print Your Full Name)

Solitude Lembbeh Resort and/or any of the Released Parties. These recreational activities include, but are not limited to, snorkelling, scuba diving, boating, water sports and land excursions. I certify that I am fully aware of and expressly assume all risks involved in these and any other physical activities.

If I engage in scuba diving, snorkelling and/or boat travel, I affirm that, as applicable, I am a certified diver, a student diver under the control and supervision of a certified scuba instructor or a competent swimmer or snorkeller. I understand that boat travel, snorkelling and scuba diving involve inherent risks, including hazards occurring during travel to and from dive, snorkelling or excursion sites, 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 boarding or leaving 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 a dive or dives, whether undertaken as a recreational activity or as part of a course.

I agree to follow the established safe boating, snorkelling and scuba diving practices of Solitude Lembbeh Resort in order to maintain my comfort and safety. I understand that I must not travel to altitude, including flying, for a **minimum of 18 hours** after completing my final dive or for a longer period if instructed by the dive team or recommended based on my diving activity.

If I rent, borrow or use equipment from Solitude Lembbeh Resort and/or any of the Released Parties, I understand and agree to waive my right to sue for injury or death arising from the rental and/or use of that equipment. I expressly assume all risks associated with snorkelling and/or scuba diving that relate in any way to the rental and/or use of the equipment.

I acknowledge receipt of the equipment and, if any of the equipment is intended for scuba diving, confirm that I am a certified scuba diver or a student diver participating in a scuba diving course or programme under the supervision of a certified scuba instructor. I acknowledge that the equipment is in good working condition and that I have examined it to ensure that it is free from visible defects. This includes confirming the cylinder pressure and, where applicable, analysing and recording the breathing-gas mixture.

I agree to reimburse Solitude Lembbeh Resort and/or any of the Released Parties for the loss of or damage to any equipment at its current repair or replacement value and to pay for any damage incurred while the equipment is being transported. I agree to return the equipment to Solitude Lembbeh Resort in a clean condition and to pay a cleaning fee if it is returned unclean.

I understand that appropriate travel insurance is strongly recommended and that **insurance covering scuba diving is compulsory** for anyone participating in scuba diving activities. If I participate in scuba diving, I confirm that I have obtained appropriate insurance covering diving-related medical treatment, emergency evacuation and repatriation before commencing my stay or participating in activities at Solitude Lembbeh Resort. I accept full responsibility for any expenses arising from an injury or emergency while participating in activities planned by Solitude Lembbeh Resort and/or any of the Released Parties to the extent that those expenses are not covered by insurance.

I further state that I am 18 years of age or older and legally competent to sign this Liability Release Agreement or, if I am under 18 years of age, that my parent or legal guardian has provided written consent and signed this Agreement.

I understand that the terms contained herein are contractual and not a mere recital and that I have signed this Agreement of my own free will, with the knowledge that I am agreeing 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 the Agreement. The remainder of the Agreement shall then be construed as though the unenforceable or invalid provision had never been contained herein.

I understand and agree that I am giving up not only 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 that I have the authority to do so and that my heirs, assigns or beneficiaries will be estopped from claiming otherwise as a result of my representations to the Released Parties.

I, _____, **BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE ALL RELEASED PARTIES FROM ALL**
(Print Your Full Name)
LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF A RELEASED PARTY, WHETHER PASSIVE OR ACTIVE.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INHERENT IN BOAT TRIPS, SCUBA DIVING, SNORKELLING AND/OR LAND EXCURSIONS, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT AND UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING. I UNDERSTAND THAT IT WILL PRECLUDE ME, MY HEIRS, ASSIGNS AND BENEFICIARIES FROM RECOVERING MONETARY DAMAGES FROM ANY RELEASED PARTY, WHETHER SPECIFICALLY NAMED OR INCLUDED BY DESCRIPTION, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF A RELEASED PARTY, WHETHER PASSIVE OR ACTIVE.

(Print Your Full Name)

(Participant's Signature)

(Date: Day/Month/Year)

(Print Parent's/Guardian's Full Name)

(Parent's/Guardian's Signature)

(Date: Day/Month/Year)