

**COCOVIEW RESORT RELEASE OF LIABILITY FOR AND EXPRESS
ASSUMPTION OF RISK OF SCUBA DIVING AND BOATING ACTIVITIES
(By signing this document I am giving up my rights
to sue the Released Parties referred to below)**

I, _____, hereby declare that I am a certified diver, trained in safe diving practices, and affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand the hazards of boat travel, to and from the resort and the dive sites. I understand these hazards include, but are not limited to, slipping or falling while on board, being cut or struck by a boat while in the water, injuries incurred while getting on or off the boat, and other perils of the sea.

not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for this experience may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such experience dive(s) in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither Coco View Resort (“CCV”), Roatan Charter (“RC”), Dockside Dive Center (“DDC”) nor their affiliate or subsidiary corporations nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, death or damages sustained by me, my family, estate, heirs or assigns that may occur as a result of my participation in scuba diving and boating activities, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in scuba diving activities, including those scuba dives I conduct on my own, or with dive buddies, or under the supervision of dive masters supplied by CCV, RC or DDC, I hereby personally assume all risks of these scuba diving activities, whether foreseen or unforeseen, that may befall me while I am scuba diving while I am a guest at CCV.

I also understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this activity, and that if I am injured or die as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may disqualify me for scuba diving. I declare that I am in good mental and physical fitness for diving, that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated for diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of medication or drugs I am taking.

I will inspect all of my equipment and air supply prior to diving, and will notify the Released Parties if any equipment is not working properly or if I have any problems with my air supply. I will not hold the Released Parties responsible for my failure to inspect my equipment or air supply prior to diving.

I agree that any lawsuit filed against the Released Parties by me or by a representative of my estate, shall be filed in Honduras, S.A. and the rights of any parties to that lawsuit shall be decided under the law of Honduras, S.A.

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 or beneficiaries may have to sue the Released Parties may have to sue the Released Parties resulting from my death. I further represent that I have authority to do so and that my heirs, assigns or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THE LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Participant: _____, on this ____ day of _____, 200_.

Signature of Parent or Legal Guardian: _____, on this ____ day of _____, 200_.

**COCOVIEW RESORT GENERAL RELEASE OF LIABILITY AND EXPRESS
ASSUMPTION OF RISK**

**(By signing this document I am giving up my rights
to sue the Released Parties referred to below)**

In consideration for being provided access to any recreational activities, including, but not limited to, shark diving, dolphin encounters, wire cable canopy tours, airplane tours, river rafting, horseback riding, boating, fishing, kayaking, snorkeling and swimming, offered by CocoView Resort, Roatan Charter, Dockside Dive Center or by any third parties who provide recreational services to guests of CocoView Resort, I hereby personally assume all risk of these recreational activities, including those risks foreseen and unforeseen, that may befall me while participating in these recreational activities.

I understand and agree that neither CocoView Resort, Roatan Charter, Dockside Dive Center nor any of their affiliate or subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages sustained by me, my family, estate, heirs or assigns that may occur as a result of my participation in the recreational activities referenced above as a result of the negligence of any party, including the Released Parties, whether passive or active.

I agree that any lawsuit filed against the Released Parties by me or by a representative of my estate, shall be filed in Honduras, S.A. and the rights of any parties to that lawsuit shall be decided under the law of Honduras, S.A.

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 or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

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RELEASE THE RELEASED PARTIES, AND ALL RELATED ENTITIES AS DEFINED
ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR
PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER
CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE
RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THE LIABILITY
RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I
SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

Signature of Participant: _____, on this ____ day of _____,
200_.

Signature of Parent or Legal Guardian: _____, on this ____ day of
_____, 200_.