

**LIABILITY RELEASE AND EXPRESS
ASSUMPTIONS OF RISK FOR DIVING AT BIKINI ATOLL**

This Is a release of your rights to sue Indies Trader Marine Adventures Inc Bikini Atoll Divers, the People of Bikini, the Kili/Bikini/Ejit Local Government Council, and/or any of their employees, agents and assigns, and any entity that exists for the benefit of the People of Bikini for personal injuries or wrongful death that may occur during your forthcoming dive activities at Bikini as a result of the inherent risks associated with scuba diving/snorkeling and the unique environment at Bikini Atoll.

_____ 1. I acknowledge that I am a certified scuba diver trained in safe diving practices. I have been trained in the proper use of skin and scuba diving equipment and certified through:

agency name	card #	date certified
-------------	--------	----------------

Note: Please indicate your highest level of certification and include a photocopy of the front and back of your certification card.

_____ 2. I understand that diving with compressed air involves certain inherit risks, including decompression sickness, embolism, or other hyperbaric injuries. I further understand that even though I follow all the appropriate dive practices, there is still some risk of sustaining these injuries, and I expressly assume the risk and responsibility of said injuries.

_____ 3. I understand that the Decompression Chamber onboard M.V.Windward is to be used at my own risk and if I receive treatment for Decompression sickness (DCS) or any other condition that I will hold all parties harmless should I incur any sickness, injury and any further treatment that may be required subsequent to use of this facility.

_____ 4. I understand that most of the dives I will conduct at Bikini are well beyond suggested recreational limits. Specifically, I understand that most dives will be between 60 and 180 feet. I hereby acknowledge that I have received the proper training or have the necessary skills and experience to safely conduct dives at these depths.

_____ 5. Because of the extreme depth involved in diving at Bikini, I understand that I may be engaging in "staged decompression diving." I understand that this is a specialized procedure, and I hereby acknowledge that I am experienced in and comfortable with the procedures associated with staged decompression diving.

_____ 6. I have completed at least _____ dives.

_____ 7. My certification level is _____.

_____ 8. The approximate date of my last dive was _____.

_____ 9. I carry adequate private insurance to handle any medical problems may develop in connection with my upcoming dive and stay at Bikini.

Insurance Company: _____ Number: _____

Contact Information: _____

_____ 10. I certify that I am in good physical and mental health.

_____ 11. I understand that the United States Government conducted twenty-three(23) atomic and hydrogen bomb experiments at Bikini Atoll between 1946 and 1958 and that the ships I will dive on at Bikini received radiation from two (2) 1946 atomic tests. I acknowledge that I have received and read a ten (10) page report by W.L. Robinson of Lawrence National Laboratory entitled Estimates of Radiological Dose to People Living on Bikini Island for Two weeks While Diving in and Around the Sunken Ships in Bikini Lagoon. I have also read the summary of this report, which states: "The potential dose to a person swimming in the Bikini Lagoon around or through the sunken ships is so low from both the activation products originally induced in the ships and from radionuclides in the lagoon's sediment that it can be considered essentially zero." I further understand that 25% of the world's population dies of cancer, and I expressly assume the risk (however low it may be) that I may contract cancer or any other radiation-induced disease or illness as a result of my visit to Bikini.

_____ 12. I understand that safe practices of skin and scuba diving include but are not limited to the following:

- a) I will not skin or scuba dive at Bikini while under the influence of alcohol, drugs and/or any other controlled substance.
- b) I will not dive alone or with a person with whom I have not thoroughly discussed the dive plan. Each of us will review one another's diving equipment and emergency procedures before each dive.
- c) I will dive with a buoyancy control device that has a power inflation system, a depth gauge, a submersible pressure gauge and a timing device.
- d) I will adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface of the water and position weights to keep the quick-release buckle centered and accessible at all times.
- e) I will not dive in conditions in which I do not feel comfortable or that I believe exceed my physical abilities.
- f) I will surface with at least 300-500 psi in my air tank and will not stay underwater until my air supply is exhausted.
- g) I am proficient with the use of a dive table and/or a dive computer.
- h) I understand that the boat captain and divemaster(s) will make the final selection of a dive location, based upon weather and water conditions, and I will abide by their selections.

_____ 13. I understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during my diving at Bikini. If I am injured at Bikini as a result of a heart attack, panic attack, hyperventilation or other injury/illness related to diving, I expressly assume the risk of said injuries.

_____ 14. I state that I am at least twenty-one (21) years of age and legally competent to sign this Liability Release and Express Assumption of Risk.

_____ 15. I am signing this form at least forty-five (45) days prior to my departure for Bikini Atoll.

_____ 16. I understand that this Liability Release and Express Assumption of Risk constitutes a contract between myself and the released parties listed above and that I have signed this document of my own free will.

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

IF I DO NOT WISH TO SIGN THIS FORM AND RETURN WRITTEN NOTICE OF DESIRE NOT TO SIGN WITHIN 30 DAYS OF MAKING DEPOSIT OR MORE THAN 60 DAYS PRIOR TO DEPARTURE, I WILL RECEIVE A FULL REFUND OF MY DEPOSIT. IT IS ADVISED THAT THIS RELEASE BE CONSIDERED AND SIGNED BEFORE PURCHASING AIRFARE AS SOME AIRFARES MAY NOT BE REFUNDABLE.

Signature of Diver _____ Date _____.

Printed Name of Diver _____