

*LIABILITY RELEASE AND EXPRESS
ASSUMPTIONS OF RISK FOR DIVING AT RONGELAP, AILINGINAE, OR RONGERIK
ATOLLS*

This document is a release of my rights to sue RONGELAP Beach Resort Inc., the People of RONGELAP, the RONGELAP Local Government Council (having jurisdiction over Rongerik, Rongelap, and Ailinginae atolls) and/or any of their employees, agents and assigns, and any entity that exists for the benefit of the People of RONGELAP for personal injuries or wrongful death that may occur during your forthcoming dive activities at RONGELAP, RONGERIK AND AILINGINAE as a result of the inherent risks associated with scuba diving/snorkeling and the unique environment at RONGELAP, RONGERIK AND AILINGINAE'S Atolls.

_____ 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
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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 there is no recompression chamber at RONGELAP Atoll, that RONGELAP Atoll is a remote site, that the closest recompression chamber is several hundreds miles away and that it could take as long as 24 hours for me to obtain access to such recompression chamber. I still choose to proceed with diving at RONGELAP Atoll in spite of the absence of the recompression chamber in proximity to RONGELAP's dive sites.

_____ 4. I understand that most of the dives I will conduct at RONGELAP are well beyond suggested recreational limits. Specifically, I understand that many 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 RONGELAP, 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 made _____ 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 RONGELAP.

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 many atomic and hydrogen bomb experiments in the Marshall Islands and that RONGELAP Atoll received fallout from those experiments. I further understand that 25% of the world's population dies of cancer. Nevertheless, 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 RONGELAP.

_____ 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 RONGELAP 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.
- i) I understand that, in the event of a diving accident or other emergency, I will be responsible for using my own vessel's communications equipment to call for any kind of rescue vessel or airplanes, if one is available. I also understand that it is unlikely that Air Marshalls will be able to send a rescue airplane to RONGELAP Atoll because Air Marshalls is unreliable and is frequently unable to fly airplanes on their regular schedules due to ongoing maintenance problems.

_____ 13. I understand that it is illegal, under an ordinance passed by the RONGELAP Local Government Council, to take any artifact or artifacts from RONGELAP Atoll or to accept any artifact or artifacts from any employee of RONGELAP Beach Resort Inc.. I also understand that pursuant to this ordinance I will be subject to a fine for each artifact taken, or, in the case of an artifact worth more than \$10,000, a fine equivalent to be double the appraised value of the artifact taken. By signing this Liability Release and Express Assumption of Risk, I hereby grant to the boat captain and/or divemaster(s) **permission to search my belongings** if he/she has reasonable grounds to believe that I have acted in violation of this ordinance.

_____ 14. I understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during my diving at RONGELAP. If I am injured at RONGELAP 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.

_____ 15. I understand that there are no buoys at most of the dive sites at RONGELAP Lagoon, and I further understand the risk and safety issues, which I shall assume, if my own vessel is not properly anchored.

_____ 16. I have made all payments owed RONGELAP Beach Resort prior to my arrival at RONGELAP Atoll.

_____ 17. I understand that my vessel will be held strictly liable, under Marshallese law, for any environmental damages to RONGELAP's lagoon and or its surroundings.

_____ 18. I assume all responsibility for any damage to my aircraft that is associated with landing on or taking off from the airstrip on RONGELAP Atoll.

_____ 19. 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.

_____ 20. I am signing this form prior to my departure for RONGELAP Atoll.

_____ 21. 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.

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 _____

Signature of Boat Owner or his appointed representative:

_____ Date _____.

Printed Name of Owner _____