



COMPLETE LIABILITY RELEASE AND WAIVER - PART 1
THIS IS A WAIVER OF YOUR RIGHTS TO SUE

*****Read carefully before signing and fill in all blanks and initial all requested parts*****

I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE MoM (Miniera di Olgiate Molgora), Florent M. LOCATELLI, Francesco SANTUNIONE, AQUATIKS, AQUATIKS S.A., THEIR OWNERS, EMPLOYEES, CREW, DESIGNEES, AGENTS, CONTRACTORS, SPONSORS, VOLUNTEERS AND ADVERTISERS AND TO HOLD THESE ENTITIES AND INDIVIDUALS (THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A RESULT OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE. (INITIAL_____)

I understand that SCUBA DIVING is a hazardous activity and that CAVE SCUBA DIVING is an even more dangerous activity and that OVERHEAD SCUBA DIVING is an extremely hazardous activity, and that MINE SCUBA DIVING is an UTMOSTLY hazardous activity, with inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of gas management, perils of the sea, perils of the lakes, perils of the rivers, perils of fresh water, perils of the caves, perils of the quarries, perils of the mines, perils of the currents, perils of the failing flooded structures built by humans as well as acts of fellow divers which could result in my serious injury or death. (INITIAL_____)

BY WAY OF MY SIGNATURE, I EXPRESSLY ASSUME ALL RISKS OF SCUBA DIVING OR CAVE DIVING OR MINE DIVING OR MORE GENERALLY OVERHEAD DIVING OR SNORKELING OR SWIMMING, and ALL ASSOCIATED RISKS, WHETHER THESE RISKS ARE SPECIFICALLY SET FORTH OR NOT. IT IS MY INTENTION TO RELEASE THE RELEASED PARTIES FOR ANYTHING THAT MIGHT HAPPEN DURING TO ME WHICH RESULTS IN PERSONAL INJURY OR DEATH. (INITIAL_____)

By my signature on this release, I assert that I am physically fit to participate in the activity of swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving and I agree by way of my signature that I will not hold any of the released parties or above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving. (INITIAL_____)

I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving. (INITIAL_____)

Prior to swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving, I will inspect all equipment to be used to make sure that it is in good operating condition. I will not hold the released parties or anyone else responsible for my failure to inspect my equipment prior to diving or for any equipment failure which may occur. (INITIAL_____)

I understand that I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. (INITIAL_____)

I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while diving on compressed air. I fully agree not to hold the released parties responsible for any such injuries sustained by me. (INITIAL_____)

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. This diving activity is conducted in a remote site by time and distance from a medical facility and a recompression chamber. Nevertheless, I expressly wish to proceed with this diving activity, in spite of the possible absence of a recompression chamber in proximity to the dive site and assume all related risks and that I am responsible for all associated expenses. I understand there is no obligation on the part of the released parties to provide medical assistance or first aid. (INITIAL_____)

BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR COMPANIES REFERRED TO HEREIN, (THE "RELEASED PARTIES") WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE. I FULLY AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, INCLUDING WRONGFUL DEATH ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, AND I EXPRESSLY ASSUME ALL RISKS IN CONNECTION WITH SWIMMING, SNORKELING, SCUBA DIVING, CAVE SCUBA DIVING, MINE SCUBA DIVING, OVERHEAD SCUBA DIVING ACTIVITIES. BY WAY OF MY VOLUNTARY SIGNATURE, I AGREE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT NOT TO SUE.

NAME (print)

PERMANENT STREET ADDRESS

ZIP _____ CITY _____

STATE _____ COUNTRY _____

DIVER

SIGNATURE _____ DATE ____/____/____

AGE _____

TELEPHONE (.....) _____ E-MAIL ADDRESS _____

WITNESS

SIGNATURE _____ DATE ____/____/____

AGE _____

TELEPHONE (.....) _____ E-MAIL ADDRESS _____

**COMPLETE LIABILITY RELEASE AND WAIVER - PART 2
THIS IS A WAIVER OF YOUR RIGHTS TO SUE**

*****Read carefully before signing and fill in all blanks and initial all requested parts*****

I _____ (PRINT NAME), do state that:
(Fill in A or B)

A. I am a certified diver, trained in safe scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving practices, and affirm have been trained to use the proper relevant scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving equipment and certified through:

AGENCY NAME _____

C CARD NUMBER _____

DATE CERTIFIED _____

B. I am currently being trained and am under supervision of my scuba instructor:

INSTRUCTOR'S NAME _____

AGENCY NAME & INSTRUCTOR NO. _____

I understand that safe practices for swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving include but are not limited to the following:

1. I should never do swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving while under the influence of alcohol or drugs, and I must be in good physical and mental health. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs. (INITIAL_____)

2. I should never do scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving alone or with a person I have not thoroughly discussed the dive plan with and each of us has reviewed one another diving equipment and emergency procedures before the dive. I also know that teams of more than three divers are not recommended. (INITIAL_____)

3. I should always do scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving with a buoyancy control device that has a power inflation system, a depth gauge, a submersible pressure gauge and a timing device. Equipment requested to dive in the MoM is detailed in the "Code of Conduct and General Rules for Diving" document that I MUST accept and sign. (INITIAL_____)

4. I should adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface of the water. (INITIAL_____)

5. I should never dive in conditions where I do not feel comfortable in or that exceed my physical ability. (INITIAL_____)

6. I should surface with at least one third of my initial amount of air in my tank. (INITIAL_____)

7. I should be proficient with the use of a dive table and /or dive computer. (INITIAL_____)

8. I understand that before entering water one of the dive crew will describe the location, depth, possible difficulties and hazards, or special points of concern, etc... I know I should be aware of the known features of this dive site, and if they are not clear to me, am responsible for having my questions answered prior to entering the water. (INITIAL_____)

9. I understand that care must be exercised at all times when entering or exiting the water while swimming, snorkeling, scuba diving, cave scuba diving, overhead scuba diving and mine scuba diving. (INITIAL_____)

10. I understand that some areas in the MoM are forbidden to dive. They are signaled underwater. I have been informed about these areas and I understand and accept to never attempt diving in these areas. (INITIAL_____)

In consideration of being allowed to participate in the MINE TRIAL experience dive(s) as well as individual dive, I hereby personally assume all risks of this experience, whether foreseen or unforeseen, that may befall me while I am a participant in this experience. I further release, exempt and hold harmless said experience and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this experience, including both claims arising during the experience or after I complete the experience. I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this experience, 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 the same. I understand that past or present medical conditions may be contraindicative to my participation in this experience.

I HAVE READ THIS RELEASE AGREEMENT, I UNDERSTAND IT, AND I WILL BE BOUND BY THE ABOVE RISK AND LIABILITY ASSUMPTION. I am of lawful age and legally competent to sign this liability release.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights, to me, my family, estate, heirs or assigns that may occur as a result of my participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. 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.

DIVER

NAME (print)

SIGNATURE _____ DATE ____/____/_____

WITNESS

NAME (print)

SIGNATURE _____ DATE ____/____/_____