



PASSENGER GUEST WAIVER, RELEASE AND INDEMNITY (the "Waiver")

In consideration of you allowing me to participate in your camping and/or whale watching and/or excursion (the "Excursion"):

I voluntarily waive, release and forever discharge NAUTILUS DIVE ADVENTURES AND/OR all its related entities: ICARUS AVIATION LTD also doing business as "Lever Diving" AND/OR NAUTILUS EXPLORER MEXICO, S. DE R.L DE C.V. AND/OR BAJA EXPEDITIONS AND/OR BSK, S.A. DE C.V. AND/OR SEECREATURES AND/OR CABO DIVE CENTRE, S. DE R.L. DE C.V (collectively the "Company") and its employees, directors, officers, agents and contractors (collectively the "Operators") from any and all liability, including but not limited to liability arising from the negligence (including gross negligence) or fault of the Operators or any of them for personal injury or death, property loss or damage or any other claims of any kind which may occur to me during or in connection with the Excursion and/or the use or misuse of any equipment, vessels or vehicles.

I agree that all agreements made between the Operators and myself (including this Waiver) shall be governed by the laws of Mexico and the courts of Mexico City, shall have exclusive jurisdiction over any matter relating to the said agreements or this Waiver.

I agree that this Waiver shall be binding upon my heirs, executors, administrators, successors, assigns and my estate and I agree that in the event that a claim is made against the Operators or any one of them in respect of any cause of action relating to me, I will indemnify the Operator(s) for their losses, damage and expenses arising from such claim.

I confirm that I have both read and fully understood the description of the risks involved in participating in the Excursion as set forth in the Company's disclosure information entitled "DIVING EXCURSION RISKS" published on the Company web site (<https://nautilusliveboards.com/diving-excursion-risks/>) and in the pre-trip information package provided to me.

I also confirm that I:

- (a) am physically fit; without any health related reasons that would otherwise preclude my;
- (b) have had sufficient instruction, preparation and/or training for; and
- (c) have not been advised by any medical professional to avoid participation in the Excursion.

Finally, I confirm that I read and fully understood this Waiver before signing and, that I had the opportunity to do so before making any commitment of whatsoever kind or nature to the Company.

Please note that you will be required to sign this waiver form upon the arrival at the hospitality suite.