

**DISCLOSURES, WAIVER AND RELEASE OF LIABILITY
YONEGAN PRO-DIVER, LLC**

This waiver and release ("Agreement") must be filled out, in its entirety, in order for you to ride as a passenger aboard the vessel, Pro-Diver II, or Kilikina II ("the VESSEL"), and to participate in "in-water" activities in the ocean during the VESSEL'S trip, such as swimming in the ocean, snorkeling, diving, scuba diving, driving sea scooters, and riding paddleboards. Being a passenger on the Vessel and participating in such "in-water" activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to yourself, to property, or to third parties. Such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

WARNING!

RIDING ON AN OCEAN-GOING VESSEL AND TAKING PART IN "IN-WATER" ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES AND THERE ARE INHERENT RISKS INVOLVED IN YOUR PARTICIPATION, INCLUDING BUT NOT LIMITED, TO EQUIPMENT FAILURE, PERILS OF THE SEA (SUCH AS PERILS FROM SUBMERGED OBJECTS, OCEAN FLOOR CONDITIONS, OCEAN CURRENTS, BREAKING WAVES, RIPTIDES, UNDERTOWS, AND INJURIES CAUSED BY SEA ANIMALS), ACTS OF OTHER PERSONS, OPERATIONS AND MOVEMENTS OF OTHER VESSELS, AND ADVERSE SEA AND WEATHER CONDITIONS.

The risks also include, among other things: slips and falls; collision with fixed or movable objects or other watercraft; boat capsize and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; water craft are slippery when wet and accidents can occur getting in or out; damage to equipment or personal injury; accidental drowning; crashing; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; improper lifting or carrying; my own physical condition, and the physical exertion associated with these activities; the risk of catching contagious diseases from other passengers. Traveling to and from the pier raises the possibility of any manner of transportation accidents.

Furthermore, the Vessel's personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. YOU MAY BE SERIOUSLY AND PERMANENTLY INJURED AND/OR KILLED AS A RESULT OF YOUR PARTICIPATION. EACH PASSENGER AND PARTICIPANT, REGARDLESS OF EXPERIENCE, HAS FINAL RESPONSIBILITY FOR HIS OR HER OWN SAFETY.

PASSENGERS ARE RESPONSIBLE FOR THEIR OWN PERSONAL PROPERTY. THE VESSEL'S OWNERS ARE NOT LIABLE FOR LOSS, DAMAGE OR THEFT OF PASSENGERS' PROPERTY BROUGHT ON BOARD.

I acknowledge and agree that I have read and understood these warnings. _____
Passenger/Participant Initials

I certify that I am physically fit to embark and disembark on, and ride in, an ocean-going vessel. If I take part in any "in-ocean" activities, I assert that I am physically capable of swimming in the ocean, getting into and out of the Vessel, and participating in "in-water" activities, and that I am capable of taking reasonable care for my own safety while riding in the vessel and taking part in "in-water" activities. I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in these activities.

I agree: _____ Passenger/Participant Initials

I hereby warrant, promise, and guarantee that I, _____, on my own behalf and on behalf of my spouse (if applicable), children, heirs, beneficiaries, trustees, administrators and/or executors, will hold harmless, waive,

and release the Vessel and the owners, members, operators, managers, agents, employees, and contractors of the Vessel, and "Yonegan Pro-Diver, LLC" ("the Released Parties") from any and all claims, liabilities, demands, and causes of action, of every kind and of every nature, including products liability, premises liability, products liability, gross negligence or any other intentional or negligent act or omission, if I am injured or killed as a result of ANY problems (medical, accidental or otherwise) which occur while I am a passenger on the Vessel, while I am engaging in "in-ocean" activities outside of the Vessel, or otherwise participating in any trip or activities aboard the Vessel. I agree that I will not make any claim, file any lawsuit, or make any demand for arbitration, or in any other way hold the Released Parties responsible, in full or in part, if I am injured or killed while I am a passenger on, or engaged in any "in-ocean" activities, during any trip on the Vessel.

I agree: _____ Passenger/Participant Initials

I fully understand that the VESSEL has limited medical facilities, and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

I agree: _____ Passenger/Participant Initials

I agree that no person has made any representations to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Vessel, its owners, operators, crew or other passengers aboard the VESSEL liable for their actions in attempting the performance or rescue of first aid.

I agree: _____
Passenger/Participant Initials

BY SIGNING THIS AGREEMENT, I HEREBY ASSUME EVERY AND ALL RISKS DESCRIBED HEREIN. I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Date Of Signature: _____, in Maui, Hawaii.

Print Name of Passenger: _____

Signature of Passenger: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted to ride as a passenger on the Vessel and participate in "in-water" activities, and to use the Vessel's equipment and facilities, I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____

Print Parent or Guardian's Name: _____

Date: _____