

# THE DREAM TEAM Inc. & M/V DOLPHIN DREAM

Supplemental Information, Participant Agreement, Acknowledgement of Risk, Release of Liability & Indemnity Agreement

**PLEASE READ THIS DOCUMENT CAREFULLY AND BE AWARE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

I. **Participants Information :** Please print **Trip Date:** \_\_\_\_\_  
NAME: \_\_\_\_\_ **DOB:** \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ **NATIONALITY:** \_\_\_\_\_  
CITY: \_\_\_\_\_ **STATE :** \_\_\_\_\_ **COUNTRY** \_\_\_\_\_  
PHONE: \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

Please list any and all medical information (such as; Allergies, Sinus, Asthma, Lung, Respiratory illness, Heart or Circulatory illness, Cancer or Disease, Diabetes, Pregnancy, or any illness that may be affected by SCUBA diving, snorkeling or swimming, etc.)

Please list any medications that may be used while aboard the DOLPHIN DREAM, this disclosure shall not impose any duty on the Dream Team to notify me of the dangers of any such medicines; I agree to check with my own doctor with respect to any such dangers.

In case of emergency, please contact the following:

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

**II. Definitions:** The following definitions will be applicable throughout this document:

- a) **"Dream Team"** will be: the vessel DOLPHIN DREAM it's captain, crew, The Dream Team Inc., it's owners, stockholders, officers, directors, agents, representatives, volunteers, employees, volunteers, affiliates and all other persons or entities acting in any capacity on their behalf.
- b) **"Activities"** will be any and all the activities the participant may participate in during the sea cruise or while onboard, including but not limited to: scuba diving, free diving, snorkeling, swimming, shark diving, shark feeding, fish feeding, animal encounters, fishing, photography, use of underwater scooters, use of personal watercraft, use of scuba diving equipment, dinghy rides, sunbathing, boating, entering and exiting the water, etc.
- c) **"Injury or death"** will include bodily injury, mental injury, death, property damage or other expenses that may occur at any time from the inception of the trip until the person disembarks at the end of the trip.
- d) **"Participant"** Any person that is aboard the vessel "M/V DOLPHIN DREAM," The participant will be living-a-board the vessel and participating in a variety of activities. "Participant" will also include, whether onboard or not, their family, estate, heirs, assignees, beneficiaries, personal representative, executors, next of kin, and in the case of a minor child participant, it will also include, participant's parents or guardians.

**III. General Agreement :**

This document is a binding legal contract between the Dream Team and the participant for the purpose of assuming, affirming and accepting the risks, releasing the Dream Team from liability or claims and limiting the right to sue or taking legal action by yourself, your family, heirs, estates, or anyone else associated with you (see above definition). By refusing to sign and agree to this contract you will be refused to join the trip. You have the right to refuse to sign and ask for a refund.

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue. In consideration of being allowed to use the facilities and participate with The Dream Team and other activities provided by The Dream Team, Inc., the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the The Dream Team arising out of the Participant's participation in the Activities or the use of any equipment provided by the The Dream Team, including while receiving instruction and/or training.
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the equipment, even those caused by the negligent acts or conduct of the The Dream Team. The Participant understands, accepts and assumes that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, dive operators have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness, abilities or mental health. They might misjudge the weather, the elements, or the animals you will be encountering on this expedition. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I will be at remote locations and there may be no immediate medical care available to me, and I expressly assume the risk of engaging in the Activities in such remote locations.

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3) **TO RELEASE** The Dream Team from any and all liability for any loss, damage, injury, death, or expense that the Participant may suffer, arising out of his/her participation in the Activities and/or use of any Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any negligent acts or conduct of the Dream Team to the fullest extent permitted by law, including any liability what so ever arising from any emergency treatment, emergency evacuation, or any type of rescue.

I hereby, freely and voluntarily, forever, to release, discharge, waive and relinquish, in favor of the Dream Team, any and all claims, demands or causes of action, whether matured or unmatured, foreseen or unforeseen, arising from, or in connection with, any of the Activities including, without limitation, those for or relating to accident, personal injury, illness, theft, property damage and/or wrongful death occurring to me, arising out of, relating to, or as a result of my engaging in the Activities, wherever and however such injuries, damages or death may occur and for whatever period of time the Activities may continue, whether caused by negligence of the Dream Team or otherwise. The Dream Team shall not be liable for any acts, errors, omissions, commissions, negligence or default of any ground, air and/or other travel services by, in or through any taxis, vans, buses, private vehicles, trains, planes or automobiles, tours, guides, lodgings, docks or berths. Said lack of liability covers accidents, illnesses, injuries, deaths and/or property damage.

4) **TO INDEMNIFY** The Dream Team from all liability for any loss, damage, injury, death, or expense that the Participant may suffer, arising out of participation in the Activities and/or use of any Equipment, including while receiving instruction and/or training. I expressly agree to indemnify, defend, save and hold harmless the Dream Team from any loss, liability, damage or cost that they may incur, now and forever, arising out of, or related to, or as a result of, my participation in the Activities and/or any other related operations, whether caused by the negligence of the Dream Team, or otherwise.

#### **III. Personal Responsibility**

1.) The Participant certifies that he/she has no **physical or mental condition** that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. I understand that this trip is physically demanding and I hereby attest that I am physically and mentally capable of walking, swimming, and getting in and out of the water, fully geared and unassisted.

2.) The Participant understands that his/her **participation in the Activities is voluntary** and further understands that he/she has the opportunity to inspect the The Dream Team's Equipment and facilities before any participation.

3.) The Participant understands that he/she is obligated to follow the **rules of the Activities** and that he/she can minimize his/her risk of injury by doing so and through the exercise of **common sense** and by **being aware** of his/her surroundings. If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the The Dream Team.

#### **V. I represent, assure and agree** that, in executing this Waiver Agreement:

1) That I am of legal age in the jurisdiction of my residence and am competent to sign this Waiver Agreement or, if not, that my parent or legal guardian shall sign on my behalf, or has given written consent to my signing this document, and that my guardian or parent completely understands and concurs with this Waiver Agreement.

2) That I understand I have given up substantial rights by signing this document. I am aware of its legal consequences, and have signed it freely and voluntarily, without any inducement, assurance or guarantee, being made to me. I am not relying upon any oral or written representations or statements made by the Dream Team, or others, except as what is set forth in this Waiver Agreement.

3) I intend my signature to be a complete and unconditional release of all liability, to the greatest extent allowed by law. This Waiver Agreement shall be governed, interpreted, construed, enforced and determined according to the laws of Bahamas and the USA. That, despite the foregoing prohibition against suing the Dream Team, if any lawsuits are filed against the Dream Team, such lawsuits shall be adjudicated only in the state of Florida USA, to the exclusion of any other courts or tribunals. In any such lawsuits, dismissals or judgments in favor of all, or any of, the Dream Team, shall entitle the Dream Team to recover reasonable attorneys' fees, costs and disbursements from the Plaintiff(s) who brought such lawsuits.

4) To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, The remaining portions of the Agreement shall remain binding and available for use by the Dream Team and its counsel in any proceeding.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant's Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_