

RELEASE AND DISCHARGE OF LIABILITY

I, the undersigned, acknowledge that the transportation to and from certain sites on the waters of Lake Superior, or other waters, by the Heyboy vessel, its owner, Superior Trips LLC, and captain, Kenneth E. Merryman, and its crew (collectively "Heyboy"), to engage in skin and scuba diving or other activities involves many dangers to myself and others in both the transportation to and from sites, and in the activities at the diving sites or otherwise.

NOW, THEREFORE, as further consideration, in addition to paying the consideration for the transportation and other services of Heyboy, I voluntarily agree as follows:

1. I HEREBY ASSUME ALL RISK of injury or death to myself, and damage to my property and understand that these hazards include, but are not limited to slipping and falling while on board, being cut or struck by the Heyboy vessel or another boat while in the water, being injured while getting on or off the boat, scuba diving and other perils of the sea which may be incurred by me while engaging the services of Heyboy.

2. I AGREE TO EXEMPT AND RELEASE FULLY AND COMPLETELY Heyboy from any and all liability and responsibility for personal injury, property damage or death, incurred by me in connection with the services of Heyboy, however caused, including but not limited to the negligence of Heyboy.

3. I agree to save, hold harmless, defend and indemnify the United States of America, its agents and employees, the National Park Service, Isle Royale National Park for losses, damages, or judgment and expense on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomever made, arising out of the activities of this commercial service provider, Heyboy.

4. I understand this Release and Discharge of Liability binds myself, my heirs, family, estate, assigns and representatives.

5. My intent is to fully exempt and release Heyboy from all liability to me from any cause whatsoever, including negligence, while engaging the services of Heyboy.

6. I affirm that I am well qualified to undertake skin and scuba diving in Lake Superior or other waters and have previously received proper instruction and certification.

7. I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVING, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM HEYBOY FOR ANY INJURY, PROPERTY DAMAGE, OR DEATH, EVEN IF CAUSED BY THE NEGLIGENCE OF HEYBOY.

PRINTED NAME _____

Signature

Date

Address: _____

Phone _____