

2nd annual Costa Rica Blue Water Hunting Open 2010

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Please read these terms and conditions carefully and initial each paragraph before signing/ dating:

1. I, _____ agree to participate in this Open at my own risk . I do hereby for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge any and all rights and claims in damages I may hereafter have against Philippe Virgili and Philippe Virgili cp. inc, spearfishingmotion.com, subaquavideo.com, or the sponsors, the charter boat captains or any other individuals or groups involved in the coordination or organization of this event, for any or all damages or injuries I or my heirs may sustain relating to my participation in the Open.

2. I acknowledge that the sport of free diving and spear fishing has inherent dangers such as, however not limited to, shallow water blackout, marine creature bites and stings, the risk involved in working with large fish and sharks, the danger of other boats colliding with mine, and the risk of injury from boats colliding with me whilst diving.

3. I further attest and verify that I am physically fit, am enjoying good health and have sufficient expertise in free diving and blue water hunting for participation in this event. I understand that free diving and spear fishing are physically strenuous activities and that I will be exerting myself during this open water diving, and that if I'm injured as a result of an health problem that I expressly assume the said risk of said injury.

4. Expeditions of the sort on which I am embarking involve travel

to remote locations, and a far from medical services. Such travel is with risk. Upon signing of this document, I take total responsibility for my own insurance. Nor Philippe Virgili, Philippe Virgili cp. inc, spearfishingmotion.com, subaquavideo.com nor the event organizers do not carry insurance for these types of activities. All boats are sub-contracted and do not carry insurance for personal injury, and we strongly recommend that you arrange personal travel, health and accident insurance.

5. Philippe Virgili, Philippe Virgili cp. inc, spearfishingmotion.com, subaquavideo.com and the meet organizers, its agents and affiliates shall not be liable financially or otherwise to any person for: non-performance or unsatisfactory service; for injury to persons, including death; for loss, delay or expenses arising from strikes, war, weather, quarantine, sickness, government regulation or other causes; for loss of property or damage thereto; or for any act or omission or default or non performance of any of its employees, agents, carriers, ground operators, or any other supplier of services.

6. Philippe Virgili Philippe Virgili cp. inc, spearfishingmotion.com, subaquavideo.com and the Open organizers, its agents and affiliates, reserve the right to effect any modification or change to the itinerary including changes for reason of comfort or safety, that circumstances dictate, including cancellation for under subscription and for other conditions beyond its control including acts of God and the like.

7. I understand and agree to not consume alcoholic beverages until after the diving is finished for the day.

8. I agree and consent to my participation in the realization of the 2nd C.R. B.W.H. Open film organized and conducted by Philippe Virgili as well as to its publication whether commercially or otherwise without payment or compensation.

9. I state that I am of lawful age and legally competent to sign this assumption of risk and release.

10. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and I have informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

Dated at _____ on the _____ day

Signature:

Witness: