Scuba Training and Technology Inc. 2150 Kiowa Blvd North, Lake Havasu City, AZ 86403 928-855-9400

Responsibility Agreement and Liability Release

I, _____, by signing this agreement on

(Date)_____, acknowledge:

1. _____ That I am a qualified, properly trained, certified scuba diver and that this expedition is not a training activity and that I am not under any instruction by the organizers of this expedition.

2. _____ That I am physically and mentally fit to participate in extreme scuba diving activities.

3. _____ That I have made deep lake, cenote, cave, or ocean dives before this date.

4. _____ That I may have made decompression dives before this date.

5. _____ That I fully understand that scuba diving is a potentially dangerous and risky activity and that I am engaging in scuba this scuba diving activity of my own free will and at my own risk.

6. _____ That I fully understand that diving on the B-29 Overton site is a potentially dangerous and risky activity that may result in serious injury or death and that I am engaging in this activity of my own free will and at my own risk.

7. _____ That I fully understand that diving on the B-29 Overton site means that I may be voluntarily diving to depths in excess of 130 feet of fresh water which is considered a technical diving depth and is beyond the stated recreational depth limit for scuba diving of 130 feet of sea water, and entails substantial risk of injury or death and that I am engaging in this activity of my own free will and at my own risk.

8. _____ That I fully understand that using mixed gases and using pure oxygen is a potentially dangerous and risky activity that may result in serious injury or death and that I am engaging in this activity of my own free will and at my own risk.

9. _____ That I fully understand that diving beyond the no-stop decompression limits set by nationally recognized scuba diving certifying agencies and / or the US Navy is a potentially dangerous activity and that in diving on the B-29 Overton site means I may be engaging in decompression diving activities of my own free will and at my own risk.

Signed this page; _____

Scuba Training and Technology Inc. 2150 Kiowa Blvd North, Lake Havasu City, AZ 86403 928-855-9400

Responsibility Agreement and Liability Release

10. _____ That I fully understand that the use of dive computers to determine dive and /or decompression information is a potentially dangerous and risky activity and that if I chose to use a dive computer that I do so of my own free will and at my own risk.

11. _____ That I will not hold Scuba Training Technology Inc, Joel Silverstein, Kathy Weydig, Scott Monnier, their agents, employees, assigns, relatives, heirs, volunteers, sponsors, suppliers, vendors, or any other persons or entities, including their crew, responsible for any accident, illness, disability, or fatality that may occur while on a Guided Technical Dive to the B-29 Overton site, either on land or sea.

12. _____ Further, it is expressly understood and agreed that Scuba Training and Technology Inc., Joel Silverstein, Kathy Weydig, Scott Monnier, their agents, employees, assigns, relatives, heirs, volunteers, sponsors, suppliers, vendors, or any other persons or entities do not assume any responsibility for the safety of any individual at any time, particularly while such individual is engaged in underwater activities.

13. _____ Further is is expressly understood and agreed that the B-29 Overton Dive site and other sites in the Lake Mead National Recreation Area is considered a remote location and that immediate medical attention may not be available should I have a medical emergency.

14. _____ Additionally, in consideration of the price at which the **B-29 Overton Guided Dive** is offered and conducted and other good and valuable considerations, the signee releases and absolves, Scuba Training and Technology Inc., Joel Silverstein, Kathy Weydig, Scott Monnier, their agents, employees, assigns, relatives, heirs, volunteers, sponsors, suppliers, vendors, or any other persons or entities from any and all liability for property loss or damage and / or from any or all damage resulting from death or personal injuries including loss of services, whether resulting from negligence of anyone in charge or participating in the B-29 Overton Guided Dives organized by Scuba Training and Technology Inc., Joel Silverstein, Kathy Weydig or otherwise.

Name:	Date:
Signature:	Witness:
Next of Kin:	
Signature:	Witness:

B-29 Overton Guided Technical Dive

PARTICIPANT INFORMATION

NAME:					
AGE:	:Date of Birth				
ADDRESS:					
CITY/TOWN:			STATE:	ZIP:	
TELEPHONE NUMI	3ER:				
CELL PHONE NUM	BER:				
SPOUSE /NEXT OF	KIN NAME: _				
SPOUSE /NEXT OF	KIN TELEPH	ONE NUMBE	R:		
EMERGENCY CON	TACT PERSO	N:			
EMERGENCY CON	TACT NUMBI	ERS:			
CERTIFYING AGENCY CERTIFICATION #					
LEVELS OF CERTII	FICATION:			Include Copies of Cards	
RANK OF DIVING ABILITY: (please circle) intermediate advanced expert					
DAN Insurance #					
SHIPWRECK DIVI	NG EXPERIE	ENCE			
Number of Dives (Circle)					
in the past 12 mos	2 or less	3-5	6-10	11 or more	
in diving career	2 or less	3-5	6-10	11 or more	
Signed this page;				_ Date:	

PARTICIPANT INFORMATION

Number of Decompression Dives (circle)					
in the past 12 mos	2 or less	3-5	6-10	11 or more	
in diving career	2 or less	3-5	6-10	11 or more	
Number of Dives Total					
in the past 12 mos	2 or less	3-5	6-10	fill in	
in diving career	fill in				
Number of Hours on Rebreather Systems if Applicable					
in the past 12 mos	2 or less	3-5	6-10	11 or more	
in diving career	Fill in				

Do you have any medical history, condition, physical or mental impairment, or are taking medications which would make diving, deep diving, decompression diving, or other underwater activities dangerous or expose you or others to additional risk ? (Circle)

NO YES (please explain below or on separate sheet)

I understand that the charter fee and any rental equipment fees paid by me or others for me are non-refundable for any reason known or unknown, foreseen or unforeseen. There are NO-REFUNDS

The information given here is a true and accurate representation of my contact information, contact information of my spouse if any, and my emergency contact information as well as my diving certification levels, and my diving activities experience and history.

Name:	Date:
Signature:	Witness:
Next of Kin:	
Signature:	Witness:

COMMERCIAL USE AUTHORIZATION U.S. DEPARTMENT OF THE INTERIOR

Lake Mead National Recreation Area

Visitor Use Acknowledgement of Risk

In consideration of the services of <u>Scuba Training and Technology Inc. / Tech Diving Limited</u> their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "<u>STT / TDL</u> ") I agree as follows:

Although __STT/TDL _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, <u>STT/TDL</u> has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. <u>_STT/TDL</u> _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Death by drowning, death due to faulty equipment, death due to improper breathing mixtures for depths of dive, death due to loss of buoyancy and uncontrolled ascents or descents, death due to barotraumas, death due to decompression sickness (the bends) resulting from either proper or improper adherence to decompression schedules and/or dive computer directions, death due to misuse of equipment, death due to hypoxia or hyperoxia, death resulting from events compounded by narcosis, entanglement, loss of visibility due to silting, loss of up line, or loss of downline; death due to hypothermia or hyperthermia, death due hypercapnia. Severe permanent disability due to barotraumas, severe permanent disability due to decompression sickness (the bends); and emotional trauma resulting from, or witnessing any of the above.

I am aware that diving and technical diving entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I have sufficient training and experience for the dive I am about to undertake and I understand and that the National Park Service may not have the capability to perform property or body recovery.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of <u>STT / TDL</u> has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

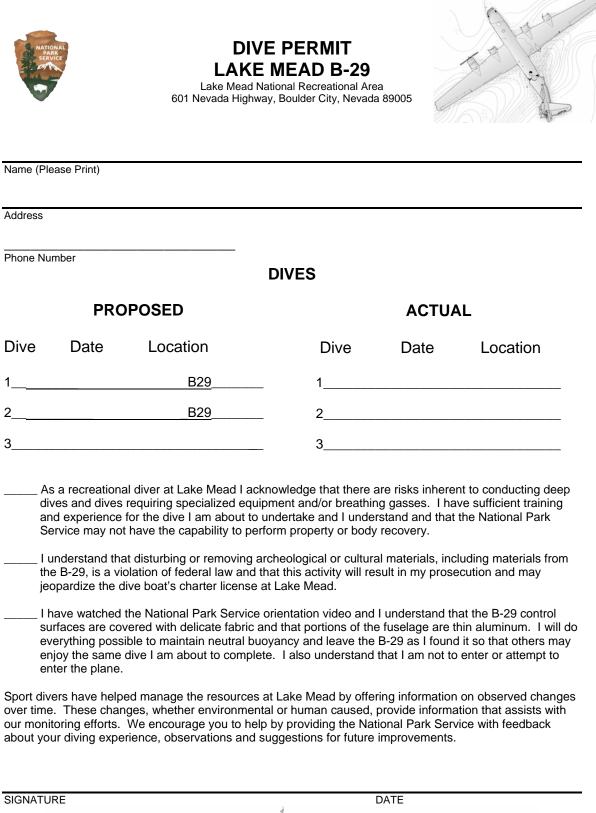
Signature of Parent or Guardian, if participant is under 18 years of age

Signature

Date



2





DIVE PERMIT LAKE MEAD B-29

Lake Mead National Recreational Area 601 Nevada Highway, Boulder City, Nevada 89005

The Overton B-29 offers an exciting and unique scuba diving opportunity. In order to enjoy and preserve this special recreational experience with this wilderness setting, we ask that you please observe the following regulations pertaining to diving on the site. The National Park Service was created to conserve America's precious historical and natural resources unimpaired for future generations. Please join with us and help keep this site special for those who will come after us.

- 1) Each diver is required to watch the orientation video and complete a diving permit for the B-29 site before diving.
- 2) Completed permits should be turned into your dive boat operator.
- 3) Removal or disturbance of underwater cultural materials from the B-29 site is prohibited and will be prosecuted under relevant federal laws.
- 4) Impacts to the aircraft caused by divers will affect the number of divers that are allowed on the site in the future. Severe impacts may jeopardize the dive boat's charter license. Please be considerate and think about how your actions will affect others who would like to share this experience.
- 5) The following are prohibited without an NPS Special Use Permit: Metal detectors, side scan sonar, sub-bottom profilers. Remotely operated vehicles (ROVs) require a NPS Special Use Permit for the Overton B-29. Spear guns are prohibited on the Overton B-29 site.
- 6) Contact Lake Mead dispatch (marine radio channel 16 or cell phone) for emergency assistance. Please report diving accidents, safety issues, unauthorized diving activities or problems to Park Service personnel or to Lake Mead Dispatch (800)680-5851 or (702) 293-8998
- 7) Please share your thoughts and ideas for improving the dive site, protecting it better for the future or other issues that the National Park Service should be aware of: