



## RELEASE OF LIABILITY AGREEMENT

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to participate in a submersible operation arranged by OceanGate Expeditions, Ltd., a company registered in The Bahamas.

I have been informed about the nature of the operation and the risks it presents, including that:

1. The operation includes activities involving subsurface vessels, surface vessels, and/or Remotely Operated Vehicles that are on, near or under the water.
2. A portion of the operation will be conducted inside an experimental submersible vessel. The experimental submersible vessel has not been approved or certified by any regulatory body and may be constructed of materials that have not been widely used in human occupied submersibles.
3. When diving below the ocean surface this vessel will be subject to extreme pressure, and any failure of the vessel while I am aboard could cause severe injury or death. I understand that I may decline to participate in any dive below the ocean surface or any activity of the operation at any time.
4. Support vessels (upon which I may board) are industrial vessels not specifically designed for passenger operations and present many hazards, including, without limitation, large/heavy objects, heavy swinging doors, and low overhangs. These could become even more hazardous in heavy seas. In addition, during the operation I may board small vessels and other equipment that could expose me to property damage, injury, disability, or death.
5. If I choose to assist in the servicing or operation of the submersible vessel, I will be exposed to risks associated with high-pressure gases, pure oxygen servicing, high-voltage electrical systems and other dangers that could lead to property damage, injury, disability, and death.
6. The operation will take place largely at a great distance from the nearest hospital or rescue personnel. If I am injured during the operation, I may not receive immediate medical attention. First aid available on the ship may not be equivalent to what is available on land.

I acknowledge that all travel in or around the water on vessels of any type, including submersibles, entails both known and unanticipated risks that could result in physical injury, disability, emotional trauma, death, harm to myself or third parties, or damage to my property. Although OceanGate Expeditions, Ltd., will take steps to

provide me with adequate training, equipment, and skilled personnel, I understand that such risks simply cannot be eliminated from any operation. The risks include, without limitation: loss of footing, slips and falls on deck, particularly in inclement weather; harm from falling objects on non-passenger vessels; drowning; and malfunction or failure of the submersible (leading to death or serious injury). Additional dangers may include the hazards of accident or illness in remote places without access to emergency medical facilities and acts of God, such as severe weather. I acknowledge that representatives of OceanGate Expeditions, Ltd., have been available to answer my questions and more fully explain to me the physical demands of the operation as well as the risks, hazards, and dangers associated with the operation. I understand that the foregoing description of these risks is not complete, and that other unanticipated, inherent risks may occur. I am voluntarily participating in the operation with full knowledge of the facts set forth above, including the described risks and unknown risks. I understand the inherent risks in the activities that will be undertaken during the operation, and I hereby assume full responsibility for all risks of property damage, injury, disability, and death.

As lawful consideration for being permitted to participate in the operation, and on behalf of myself, my heirs, assigns, personal representative, estate, and for all members of my family, including minor children, I hereby release, waive, and forever discharge OceanGate Expeditions, Ltd., and its owner (OceanGate, Inc.), officers, directors, shareholders, principals, agents, representatives, members, employees, clients, partners, subcontractors and OceanGate Foundation and all of my co-volunteers ("Released Parties") participating in the operation from all liabilities, actions, claims, demands, costs, losses, or expenses which I or my heirs, distributees, guardians, legal representatives, next of kin, or assignees may have against the Released Parties, on account of injury to myself or my property, or resulting in my death, arising out of or in any way connected with my participation in the operation, including travel, to and from the operation site.

I hereby assume full responsibility for the risk of bodily injury, disability, death, and property damage due to the negligence of any Released Party while involved in the operation.

I hereby agree to defend, indemnify, save, and hold harmless OceanGate Expeditions, Ltd., OceanGate Inc, OceanGate Foundation, and the other Released Parties from any loss, liability, damage, or costs they may incur due to any claim brought in violation of this Release.

I further agree that my participation in this operation does not give rise to an employer/employee relationship, and does not bind OceanGate Expeditions, Ltd., to provide any form of workers' compensation insurance, health insurance, or benefits.

During the operation I consent to the administration of first aid and medical treatment, which may seem reasonably advisable, in case of my injury or illness. If I am unable to consent due to unconsciousness, disorientation, or other mental incapacity, I hereby appoint the captain of the support vessel as my attorney-in-fact

to consent to any treatment he or she deems advisable. I further certify that I voluntarily assume the risk of any medical or physical condition I may have.

I understand that OceanGate Expeditions, Ltd., may contract with independent contractors to provide services, including transportation, during the operation. I understand that OceanGate Expeditions, Ltd., has no control over, and accepts no responsibility for, the actions of any independent contractor involved in providing services during the operation.

I have had sufficient opportunity to read this entire document. In signing this document, I acknowledge that if I die, am hurt, or incur property damage during my participation in the Expedition, I may be found by a court of law to have waived my right to maintain a lawsuit against OceanGate Expeditions, Ltd., OceanGate Inc, OceanGate Foundation, and the other Released Parties as a result of signing this Release. If any part of this Release is deemed unenforceable, all the parts shall be given full effect to the extent possible.

Any disputes related to or arising from either the operation or this Release shall be governed by the laws of The Bahamas. Any dispute arising from either the operation or this Release shall be resolved in the courts of The Bahamas.

THIS AGREEMENT CONSISTING OF THREE (3) PAGES IS FREELY AND VOLUNTARILY SIGNED ON \_\_\_\_\_, \_\_\_\_\_.

PARTICIPANT'S SIGNATURE \_\_\_\_\_

PARTICIPANT'S NAME \_\_\_\_\_

PARTICIPANT'S ADDRESS \_\_\_\_\_