



WAIVER AND RELEASE OF LIABILITY AGREEMENT

I, _____, acknowledge that I have voluntarily applied to participate in the Titanic Survey Expedition (the "Expedition") arranged by OceanGate Expeditions, Ltd., a company registered in The Bahamas. The Expedition will embark from Newfoundland, Canada. From there, participants will travel for the most part aboard non-United States flagged vessels. The Expedition will be largely conducted in international waters. The shipwreck of the RMS Titanic lies at a depth of approximately 3,800 meters and is approximately 380 nautical miles south-southwest off the coast of Newfoundland.

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

1. The Expedition includes activities involving subsurface vessels, surface vessels, and/or Remotely Operated Vehicles that are on, near or under the water. For purposes of this Agreement, the Expedition shall also be deemed to include transit to and from the point of embarkation that may be arranged or coordinated directly or indirectly by the Released Parties, training or other physical preparation in conjunction with the activities contemplated herein, and any post-voyage events I may participate in related to the activities contemplated herein.
2. A portion of the Expedition will be conducted inside an experimental submersible vessel that will dive 3,800 meters to the shipwreck of the Titanic. The experimental submersible vessel has not been approved or certified by any regulatory body and is constructed of materials that have not been widely used for manned submersibles. As of the date of this Release, the experimental submersible vessel has conducted fewer than 90 dives, and 13 of those dives reached the depth of the Titanic. Prior to my participation in the Expedition there have been as few as 13 dives to Titanic depths in the submersible.
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 me severe injury, disability, disability, emotional trauma, other harm, and/or death. I understand that I may decline to participate in any dive below the ocean surface or any activity of the Expedition at any time.
4. The Expedition support ship (upon which I will be living for the duration of the Expedition) is an industrial vessel not specifically designed for passenger operations and has many hazards, including, without limitation, large/heavy objects, heavy swinging doors and low overhangs. Many of these could become even more hazardous in heavy seas. I understand that the Expedition will occur in an uncontrollable natural setting and that oceanic, atmospheric, and/or biological conditions present are unpredictable and beyond the control of the Released Parties. In addition, during the Expedition 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, emotional harm, or death of myself or others.

6. The Expedition will take place largely in international waters, at great distance from the nearest hospital or rescue personnel. If I am injured during the Expedition, I may not receive immediate medical attention. First aid available on the ship may not be equivalent to what is available on land.

7. I acknowledge that all travel in or around the water on vessels of any type, including submersibles, entails 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 or the property of others. Although OceanGate Expeditions, Ltd., will take reasonable steps to provide me with adequate training, equipment, and skilled Expedition personnel, I understand that all risks cannot be eliminated from any Expedition. The risks that remain despite training and the presence of skilled Expedition personnel 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 or other physical or mental harm). 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.

8. 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 Expedition as well as the risks, hazards, and dangers associated with the Expedition. 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 Expedition 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 Expedition.

9. In consideration of my desire to participate in the Expedition and as lawful consideration for being given the right to participate in same:

I on behalf of myself, my heirs, distributees, assigns, guardians, personal representative, estate, executors, administrators, assigns, and for all members of my family, including minor children, (hereinafter collectively "Releasor") hereby release, waive, and forever discharge OceanGate Expeditions, Ltd., and its owner (OceanGate, Inc.), their officers, directors, shareholders, principals, agents, representatives, members, employees, clients, partners, subcontractors, OceanGate Foundation, Virtuoso Ltd., Virtuoso Ltd. network member agencies and authorized agents, Virtuoso Ltd. agents, affiliates or contractors and each of their officers, directors, shareholders, principals, agents, representatives, members, employees, owners, contractors and affiliates, , or other party involved in the sale or organization of the Expedition and all of my co-volunteers (each a "Released Party" and collectively the "Released Parties") from all liabilities, actions, claims, demands, costs, losses, or expenses which I or my heirs, distributees, guardians, legal representatives, next of kin, members of my family (including minor children), 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 Expedition, including travel, to and from the Expedition site.

I hereby assume full responsibility for the risk of my bodily injury, disability, death, and property damage due to the negligence of any Released Party while involved in the Expedition. I hereby assume full responsibility for any and all risks of property damage, injury, disability, or death. **I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN,**

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SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO OR FROM THE EXPEDITION, OR FROM CONDITIONS AT THE EXPEDITION LOCATIONS. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THE EXPEDITION.

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, including attorney's fees and any related costs, due to any claim brought in violation of this Release or with respect to my participation in the Expedition.

I further agree that my participation in this Expedition 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 Expedition 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 further agree to assume all costs involved in my medical care or emergency medical transportation. I am aware and understand that I should carry my own health insurance.

I understand that OceanGate Expeditions, Ltd., may contract with independent contractors to provide services on the Expedition, including transportation. 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 on the Expedition.

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. **I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS WHICH I OR MY HEIRS, GUARDIANS, EXECUTORS, ADMINISTRATORS, ASSIGNS, FAMILY MEMBERS, OR PERSONAL REPRESENTATIVES MAY HAVE.** If any part of this Release is deemed unenforceable, all the parts shall be given full effect to the extent possible. This Waiver and Release Agreement supersedes any and all previous oral or written promises or other agreements relating to the Expedition.

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

THIS AGREEMENT CONSISTING OF FOUR (4) PAGES, INCLUDING THIS SIGNATURE PAGE,
IS FREELY AND VOLUNTARILY SIGNED ON _____, _____.

PARTICIPANT'S SIGNATURE _____

PARTICIPANT'S NAME _____

PARTICIPANT'S ADDRESS _____

PARTICIPANT'S SPOUSE'S SIGNATURE _____

PARTICIPANT'S SPOUSE'S NAME _____