



# CEEP Liability Agreement

April 4, 2019

Ocean Doctor  
Document Sender : David Guggenheim

# CEEP Liability Agreement

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration for my acceptance as a participant in the tour known as “Ocean Doctor's Cuba Educational Experiences Program” (CEEP) and use of the services to be arranged and/or provided by Ocean Doctor, Inc. (“Ocean Doctor”), I acknowledge and agree as follows:

### 1. Responsibilities

Ocean Doctor organizes, promotes and sells Treasury Department-approved people-to-people educational tour programs (“tours”) consisting of good and/or services that it purchases or reserves from third party suppliers, including Viajes Kronos and Marazul Charters, on tour participant’s behalf. In doing so, Ocean Doctor acts only as an intermediary for these suppliers, which are separate companies from Ocean Doctor. These third party suppliers (collectively, “Suppliers”) are solely responsible for arranging and/or providing accommodations, meals, transportation, sightseeing, activities and other goods and services connected with the tour. The Suppliers may use other third party vendors to provide some of the tour components such as meals and lodging. Ocean Doctor provides no services except to 1) transmit a tour participant’s booking and payments to the Suppliers who are responsible for arranging and/or providing components of the tour, and 2) provide a representative(s) to accompany tour participants solely to coordinate and/or deliver certain educational components of the tour, as set forth in the tour itinerary.

I acknowledge that I am aware of and clearly understand that Ocean Doctor does not own, maintain any control over, manage or employ the personnel, equipment or operations of the Suppliers. I understand and agree that Ocean Doctor has made no representation whatsoever as to the safety or quality of the activities, services, equipment and/or goods provided or arranged by the Suppliers. I am aware that the activities and services of the Suppliers are subject to the Suppliers’ own terms and conditions, which include cancellation penalties, and/or waivers of liability, which may require my separate signature. I understand that all services and tour components are subject to the laws and regulations of the country in which they are provided.

Ocean Doctor assumes no responsibility for and cannot be held liable for any refund, personal injury, death, property damage, or other loss, accident, delay, inconvenience, or irregularity arising out of or in any way related to (a) any wrongful, negligent, willful, or unauthorized acts or omissions on the part of any of the Suppliers or any other third party, (b) any defect in or failure of any vehicle, equipment, instrument owned, operated or otherwise used or provided by any of the Suppliers or any other third party, (c) sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes, or (d) any financial default by the Suppliers or any other third party. **I agree to seek remedies directly and only against the Suppliers and third parties and not hold Ocean Doctor responsible for their acts, omissions, and/or financial default.**

### 2. Assumption of Risk

I acknowledge that I have voluntarily applied to participate in the tour on which I am booked (or a tour to which I may subsequently transfer), which will involve outdoor and adventure activities, including but not limited to scuba diving, snorkeling, and boating, and traveling in foreign countries and/or remote areas. I am voluntarily participating in this tour with the knowledge of the numerous risks and dangers involved, which include but are not limited to: accommodations, roads, trails, vehicles, boats, aircraft, or other means of conveyance; dangers and risks inherent in the outdoor and adventure activities; drowning; boating accidents; decompression sickness, embolism and other scuba diving-related injuries; Ocean Doctor’s own negligence; emotional trauma; personal injury; disfigurement; temporary or permanent disability (including paralysis); death; acts of God; the hazards of traveling in unsafe or politically unstable areas or under unsafe conditions; the dangers of civil disturbances, social or labor unrest, terrorist activities, and war; forces of nature; environmental conditions; transportation failures; equipment failures or deficiencies; wild animals and marine life; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; the adequacy of medical attention; consumption of alcoholic beverages; mechanical or construction failures or difficulties; diseases; local laws; climactic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Ocean Doctor’s control. I



understand that Ocean Doctor will have no liability regarding the adequacy of any evacuation plan, medical care, transportation, equipment or supplies that may be provided.

I assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements for the destination and all safety or security conditions at the destination. For information concerning possible dangers at the destination, contact the government office in your country that is responsible for issuing travel advisories. In the U. S. , contact the Travel Advisory Section of the U. S. State Department, 1-888-407-4747, <http://www.travel.state.gov/>. For medical information, contact the U. S. Centers for Disease Control (CDC), 800-232-4636, <http://wwwnc.cdc.gov/travel/>, or the responsible government agency in your country.

**I expressly agree to be responsible for my own welfare and fully assume all of the above risks, both known and unknown, voluntarily and knowingly, to the fullest extent permitted by law.**

**3. Waiver of Liability, Release, Indemnity and Covenant Not to Sue**

To the fullest extent permitted by law, I on behalf of myself, my heirs, legal and personal representatives, next of kin, including my spouse, successors and assigns (collectively, “**Releasors**”), expressly **RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Ocean Doctor, its owners, officers, employees, managers, shareholders, affiliated entities, agents, representatives, officers, directors, associates, volunteers, contractors, guides, successors and assigns (collectively, “**Releasees**”), from and against any and all liability, claims, causes of action, demands, costs, damages, losses or suits of any and every kind which I now have or may later have against Releasees arising out of, relating to, or in connection with the tour that has been booked through Ocean Doctor, whether arising from the Releasees’ negligence or otherwise. I further agree that if any such cause of action is brought against Ocean Doctor and I am found responsible for injury or damages to any person, including myself, as a consequence of my own actions or inactions, I shall fully **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releases in that cause of action, with said obligation not dischargeable in bankruptcy.

**4. Choice of Legal Forum, Application of these Terms and Conditions, and Severability of Provisions**

I agree that all disputes and matters arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships among the parties contemplated by this Agreement shall be filed and resolved exclusively by the federal and local courts located in the District of Columbia, USA. I agree that any dispute shall be settled by District of Columbia law. I agree to personal jurisdiction in any court sitting in the District of Columbia. I also agree that this Agreement is intended to be as broad and inclusive as permitted under applicable law. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

**5. Scuba Diving Certification**

I represent and warrant that if I engage in scuba diving activities, I am a certified scuba diver.

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**By signing this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound be its terms. My signature applies to all pages of this agreement.**

**Select Trip:**

- ☐Jun 1-11, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana
- ☐Nov 9-19, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana

**Minors under 18 years of Age** - A parent or legal guardian must sign this Agreement on behalf of the Minor. I hereby agree that the Minor and I will be bound by all terms of this Agreement. By signing this Agreement, I also represent that I am signing as the parent or legal guardian of the Minor and am at least 18



years of age.

Name of Minor (if applicable):

**Today's Date:** April 16, 2024

X \_\_\_\_\_



# Signature Certificate

Document name: CEEP Liability Agreement

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