

BLU3, Inc. - NEMO

Assumption of Risk, Waiver, Liability Release, and Hold Harmless Agreement

IMPORTANT – READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS!

Surface Supplied Air diving with NEMO and BLU3 products is a fun and exciting way to explore the shallow depths of the underwater world. As with any underwater adventure that relies on air delivery equipment there are inherent risks that may result in serious illness, injury or death. Each NEMO diver assumes these inherent risks regardless of experience, age or environment just as swimmers and scuba divers assume these risks in supervised and unsupervised settings, at pools, open water, around watercraft and other water hazards. In consideration of using BLU3 dive gear the OWNERS/USERS expressly agree to the terms and conditions of this Assumption of Risk Liability Release, Wavier and Hold Harmless Agreement, (herein referred to as **AGREEMENT**).

“OWNERS/USERS” shall refer collectively to the following: each individual owner of a NEMO and BLU3 products, each individual user of a NEMO or BLU3 products, any person who suffers loss in the form of property damage, illness, injury, or death, including but not limited to family, heirs, assigns, entities or anyone who may have a claim, cause of action, legal right or other remedy as a consequence of property damage, illness, injury or death as a result of using BLU3 products.

“RELEASED PARTIES” shall refer collectively to the following: BLU3, Inc., Brownies Marine Group, Inc., including but not limited to their respective manufacturers, assemblers, distributors, retailers, service centers, owners, employees, representatives, agents, independent contractors, affiliates, consultants, investors, insurers, assigns, successors, and any other person or entity that may be liable to OWNERS/USERS for property damage, illness, injury or death as a result of a BLU3 product.

VOLUNTARY PARTICIPATION & INFORMED CONSENT: OWNERS/USERS voluntarily and with informed consent participate in activities using NEMO and BLU3 products with the understanding there are inherent risks of property damage, illness, injury and death associated with their use.

OWNERS/USERS EXCLUSIVELY BEAR THE FOLLOWING RESPONSIBILITIES:

- OWNERS/USERS are responsible for the safety of each person using NEMO and BLU3 products.
- OWNERS/USERS are responsible for reading and complying with the most recent edition of the Owner's - Users Manual found at diveblu3.com/owners-users-manual
- OWNERS/USERS are responsible to verify all persons using NEMO and BLU3 products have completed the NEMO Online Dive Training Course.
- OWNERS/USERS are responsible for appropriately supervising each NEMO diver while they are in the water.
- OWNERS/USERS are responsible for each NEMO diver being medically, mentally and physically fit to dive using NEMO. See the NEMO Fitness to Dive Evaluation at diveblu3.com/fitness-to-dive-evaluation
- OWNERS/USERS are responsible for at least one adult diver in the water to supervise and be responsible for each youth (under 18 years old) diving with NEMO or BLU3 products.
- OWNERS/USERS are responsible for properly checking each NEMO diver's buoyancy in accordance with instructions found at diveblu3.teachable.com
- OWNERS/USERS are responsible to ensure each NEMO diver is properly trained in and uses appropriate ascent procedures to avoid lung overexpansion injuries in accordance with instructions found at diveblu3.teachable.com
- OWNERS/USERS are responsible to ensure each NEMO diver only uses the NEMO and BLU3 equipment as designed and expressly intended.
- OWNERS/USERS shall be exclusively responsible and liable for any injuries and damages caused by NEMO and BLU3 products.

ASSUMPTION OF RISK: Each OWNER/USER of NEMO and BLU3 products expressly assumes full and complete risk of property damage, illness, injury and death as a result of use of RELEASED PARTIES equipment, failure to warn, inadequate instructions and/or product liability due to maintenance failure, defect or implied warranty. OWNERS/USERS expressed assumption of risk extend to each and every diver, person and/or entity that may suffer loss due to property damage, illness, injury or death associated with use of any RELEASED PARTIES products.

WAIVER & RELEASE OF LIABILITY: OWNERS/USERS expressly WAIVE and RELEASE the RELEASED PARTIES all liability and responsibility whatsoever resulting in property damage, illness, injury or death caused by negligence including gross negligence by the RELEASED PARTIES, whether the negligent act(s) were passive or active, direct or

indirect, to the fullest extent allowed by law, even if WAIVING and RELEASING the RELEASED PARTIES is socially unacceptable or generally against public expectations. By signing this AGREEMENT the OWNERS/USERS expressly, completely and unconditionally agree not to sue the RELEASED PARTIES for negligence resulting in property damage, illness, injury or death.

HOLD HARMLESS & INDEMNIFICATION: OWNERS/USERS agree to HOLD HARMLESS and INDEMNIFY the RELEASED PARTIES from all claims, causes of action or lawsuits, arising from use of BLU3 products, including but not limited to the NEMO surface supplied air diving systems. This AGREEMENT obligates OWNERS/USERS to pay all costs to investigate, defend, pay judgments, court costs, attorneys' fees, etcetera incurred by RELEASED PARTIES to enforce this AGREEMENT.

LEGAL CONTRACT, GOVERNING LAW & SEVERABILITY: OWNERS/USERS understand this AGREEMENT is a contract giving up legal rights. This AGREEMENT shall be in full legal force from the date signed into the future until all claims and legal action against the RELEASED PARTIES have been fully resolved. All legal actions arising as a result of this AGREEMENT shall be governed by the Laws of the State of Florida and the exclusive venue and jurisdiction of any legal action shall be Broward County, Florida. If any portion of this AGREEMENT is found to be unenforceable or invalid, then that portion shall be severed and the remainder shall continue in full legal force. Any digital completion, signature, confirmation or electronic format of this AGREEMENT shall have full legal force as if it was an original signed document. The OWNERS/USERS voluntarily enter into this AGREEMENT based exclusively on the preprinted terms of the AGREEMENT without modification or relying on any other representations or assurances.

OWNERS/USERS have fully read, understand and agree to be legally bound by this AGREEMENT. By signing this AGREEMENT, OWNERS/USERS are giving up legal rights for myself and all others who may have a claim, on my or their behalf, against the RELEASED PARTIES as a result of property damage, illness, injury or death caused by NEMO and BLU3 products.

Full Name:

Email:

Date/Time:

How many Nemo's in this transaction? Please list each Nemo with its serial number.

Signature: