



*Sipadan-Mabul Resort
(Sabah) Sdn. Bhd.*

REEF PRESERVATION POLICY

The Coral Reef at SMART is in pristine condition, and we want to keep it that way, for the good of the environment and the pleasure of future generations. For this reason, you are asked to sign the following rules and conditions in order for you to participate in the snorkeling, skin diving or sea sports activities at SMART.

I _____ agree to abide by the following rules whilst participate in the snorkeling, skin diving or sea sports activities at SMART.

1. I will not touch or chase the turtles.
2. I will not deliberately touch any corals on the reef.
3. I will not snorkel, sea diving or sea sports close enough to the reef to cause damage to it with my fins or camera equipment.
4. I will not hold onto, rest upon, stand or kneel on any part of the coral reef.
5. I will not rest any camera equipment on the coral reef.
6. I will comply with the Dive Guides instructions to move back from the reef.
7. If I am seen to be deliberately disregarding any of the above rules, I understand that I will be given a verbal warning from the Resort Manager.
8. If I am seen to deliberately damaging the reef after I have been given a verbal warning, I will be asked to stop snorkeling, skin diving or sea sports activities in SMART.

Signature

Date

Sipadan-Mabul Resort (Sabah) Sdn.Bhd.

SNORKELING/SKIN DIVING/SEA SPORTS LIABILITY RELEASE (WAIVER) AND ASSUMPTION OF RISK

Please read carefully, fill in all the blanks and initial all paragraph before signing.

I, *(Participant Name)* _____, hereby affirm that I have been advised and informed of the inherent hazards of snorkeling/skin diving/sea sports.

I understand and agree that neither **SIPADAN-MABUL RESORT (SABAH) SDN. BHD.** nor any affiliated company, nor any of their respective employees, officers, agents or assigns, (hereinafter referred to as 'Released Parties'), shall be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this activity, I hereby save and hold harmless said activity and I personally assume all risks in connection with this activity, for any harm, injury or damage that may befall me in while I am a participant of this activity, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in snorkeling/skin diving/sea sports, and/or travelling to/from the activity locations by vehicle (road), aircraft (flying) and/or boat, including both claims arising during the snorkeling/skin diving/sea sports or travelling or after I stop snorkeling/skin diving/sea sports or travelling.

I also understand that snorkeling/skin diving/sea sports are physically strenuous activities and that I will be exerting myself during this activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume of risk of said injuries and that I will not hold the above Released Parties responsible for the same.

I understand the past or present medical conditions may be contraindicative to my participation in the activity. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting; nor a history of heart condition (e.g: cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as asthma, emphysema or tuberculosis. I affirm that I am not currently taking Medication that carries a warning about my impairment of my physical or mental abilities.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

IT IS THE INTENTION OF *(Participant Name)* _____
BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE ABOVE RELEASED PARTIES, AND ALL RELATED ENTITLES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Participant

Signature of Parent or Guardian
(For Person Below 18 Years Old)

Date

Witness

Date