

ENHANCED RELEASE OF LIABILITY & ANY AND ALL CLAIMS OF DAMAGE, NEGLIGENCE, OR BREACH OF CONTRACT

1. **THE PARTIES.** This General Release of Liability (“Release”) made on the undersigned date below is by and between:

Releasor Name: _____
Address: _____
Phone: _____
Email: _____

(“Releasor”)

Releasee: **Alaska Outdoor Exposure, LLC dba Dive Alaska**
7100 Old Seward Hwy, Ste A & B
Anchorage, Alaska 99158
(907) 770-1778
service@divealaska.net

(“Releasee”)

2. **THE LIABILITY.** Under the terms of this Release and sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of any and all claims regarding the following service work:

SERVICE BOOKING #: _____
ITEMS TO SERVICE: _____
(Initial)

3. **PAYMENT.** As part of this Release, the Parties agrees to:

- **Payment.** Payment of \$_____ due by the Releasee, **prior to commencement of work, and non-refundable under any and all circumstances.**
(Initial)

4. **RELEASE.** THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge the Releasee including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the liability. It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release

contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital. This Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns.



(Initial)

- 5. COVENANTS.** The Releasor acknowledges that the work that they are requesting falls outside the scope of Dive Alaska’s ability to guarantee the service work (“Liability Event”), industry/multiplier recommendation, best practice, and/or any and all guarantees, warranties, claims of responsibility, etc. from Dive Alaska, manufactures, insurance, warranty claims, etc.

The Releasor explicitly and entirely acknowledges that by signing this form, they are forfeiting their right and expectation to be made whole, in the event there is any issue with the work performed, including complete destruction of the item(s) in question, accidental or otherwise. The Releasor agrees that, regardless of the outcome, they waive their right to discuss the situation—including this waiver—on any and all platforms, including social media, review sites, etc.

While the Releasee agrees to act in good faith, they make no guarantees, promises, claims, or other commitments to the end result of the work performed. Dive Alaska strongly recommends and advises the Releasor *not sign this document* (or seek legal counsel before signing this document) and advises the Releasor to instead seek service work through the proper channels. By signing this release, the Releasor acknowledges that Dive Alaska *has* made a recommendation for the appropriate channel(s) to have their items serviced, and acknowledges they are declining to proceed with the service work through said channels.

By signing this release, the Releasor accepts full and total responsibility for any and all outcomes of the aforementioned work, as if they performed the work themselves.



(Initial)

Releasor’s Signature: _____ **Date** _____

Printed Name: _____

Releasee’s Signature: _____ **Date** _____

Printed Name: _____