



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, _____, hereby affirm I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion". _____

I understand these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class. _____

I understand and agree neither the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor the officers employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active. _____

I affirm I am in good mental and physical fitness to scuba dive/snorkel/swim. I further state I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm I have seen a physician and have approval to dive/snorkel/swim while under the influence of the medication/drugs. I understand skin and scuba diving are physically strenuous activities and I will be exerting myself during this Excursion, and if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, I expressly assume the risk of said injuries and I will not hold the Released Parties for the same. _____

I am aware safe diving practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, a prevailing water conditions and environment. I will not hold the Released Parties responsible for my

failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and I should not dive if my equipment is not functioning prior to diving or if I choose to dive with equipment that may not be functioning properly. I am aware if I choose to not dive because of any health reason or equipment malfunction during the Excursion, a refund will not be available. Also, if the captain or crew determine the diver's skills are not sufficient for the dive, a refund will not be available. _____

I further state I am of lawful age and legally competent to sign the Agreement, or I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and I have signed this Agreement of my own free act and with the knowledge I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. _____

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGE AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE I SIGNED BELOW ON BEHALF OF MYSELF.

Date: _____

Printed Name: _____

Signature: _____

Signature of Parent/Guardian: _____

Certification & Level: _____ Total Dives: _____

Date Last Dive: _____ Dives in the last Year: _____

Address: _____

City: _____ Zip: _____

Phone: _____ Email: _____

Emergency Contact: _____

Address: _____

Phone: _____