General Liability Release and Express Assumption of Risk

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For Guided Scuba Tours for Certified Divers

Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities and participation in a guided tour as a diver.

_____ Further, I understand that diving with compressed air, oxygen enriched air (Nitrox), and trimix supplied by standard open circuit scuba or with semi-closed circuit or closed circuit rebreathers involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia, hypercapnia, marine life injuries or other barotrauma or hyperbaric injuries. Such injuries can occur that require treatment in a recompression chamber or medical facility. I further understand that dive activities can be at remote sites, and isolated by time and distance, from such a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither the instructor/guide _____, nor any of the respective employees, officers, agents or assigns of _____, (hereinafter referred to as "Released Parties") may 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 diving 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 personally assume all risks in connection with said trip, for any harm, injury, or damage that may befall me while I am a diving participant including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and diving activities including claims arising during this activity even if such claims may be groundless, false or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during this diving trip and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me.

_____ I understand that these activities may place me deeper than I am able to safely execute a free ascent (without breathing gas)from.

_____ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance.

_____ I understand that I may be supplied with certain items of scuba equipment and that I am responsible for reviewing its proper function and operating condition prior to using it.

_____ I further state that I 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 further state that I am already a qualified and certified scuba diver from the following training agencies: _____, and that I hold training to the level of _____. I am aware of the required certification level and/or experience necessary and recommended to enroll in this diving activity and I stipulate that I meet requirements for prior certification or equivalent experience. I have been a certified diver since _____ and have been diving for _____ years for a total of _____ dives to a maximum depth of ____ ft.

_____ 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. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUCTORS DIVEMASTER/GUIDE, _____ THE BUSINESS, _____), AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, 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 EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

No alterations, changes, omissions or revisions may be made.

_____
Signature of Student/Participant / Date (where applicable)

_____
Signatures of Parents or Guardians / Date

_____
Witness / Date

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