

CAD WAIVER

NOTIFICATION TO DIVERS AND PARENTS

DIVING, AS IN ALL SPORTS, CARRIES A RISK OF PHYSICAL INJURY. NO MATTER HOW CAREFUL THE COACH AND DIVER ARE, NO MATTER HOW MANY SPOTTERS ARE USED, NO MATTER WHAT HEIGHT IS USED OR WHAT LANDING SURFACE EXISTS, THE RISK CANNOT BE ELIMINATED. REDUCED, YES, BUT NEVER ELIMINATED. THE RISK OF INJURY INCLUDES MINOR INJURIES SUCH AS BRUISES, AND MORE SERIOUS INJURIES SUCH AS MUSCLE PULLS, DISLOCATIONS, AND BROKEN BONES. BUT, THE RISK CAN ALSO INCLUDE CATASTROPHIC INJURIES SUCH AS PERMANENT PARALYSIS, OR EVEN DEATH FROM LANDINGS OR FALLS ON THE BACK, NECK, OR HEAD.

WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in our diving program, and related events and activities, the undersigned:

1. Agree that prior to participating, or in the case of a minor participant, the parent(s) or legal guardian(s) will instruct the minor participant that prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such condition(s) and refuse to participate.
2. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue CLEVELAND AREA DIVING, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leases of premises used to conduct and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Athlete (Signature)

Date

Parent or Legal Guardian (Signature)

Date

Parent or Legal Guardian (Signature)

Date