

## WAIVER, RELEASE, AND EXPRESS ASSUMPTION OF RISK

**Please read carefully, if any questions arise, ask them before signing, fill in, and initial each paragraph before signing at the bottom.**

I, \_\_\_\_\_ hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba-diving activities, including, but not limited to the information which I have read set out below.

Child name \_\_\_\_\_.

\_\_\_\_\_ I understand that diving with compressed air, oxygen enriched air (nitrox), supplied by standard open circuit scuba, involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, or other barotrauma/hyper baric injuries can occur that might require treatment in a recompression chamber.

\_\_\_\_\_ I further understand and agree that neither my instructor(s) \_\_\_\_\_ or the facility known as Devil's Den L.L.C. nor the landowner D.D Diving Inc. nor any of their respective employees, officers, directors, stockholders, agents, successors in interest, or assigns, nor the authors of any texts or tables expressly used for training and certification, (all of whom referred to above they are herein below designated as "released parties") may not be held liable or assigns, result of the negligence of any party, including the negligence of the released parties themselves whether passive or active.

\_\_\_\_\_ I further agree to save, defend, indemnify and hold harmless said released parties or instructors 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 enrollment and participation in a class or scuba-diving activity.

\_\_\_\_\_ I also understand that scuba diving activities are physically strenuous and that I will be exerting myself during this activity, and that if I am injured as a result of heart attack, panic, hyper ventilation, oxygen toxicity, drowning, etc. I expressly assume the risk of such injuries and I will not attempt to claim, to hold the above-identified released parties responsible for the same; and I agree to defend, indemnify and hold harmless said scuba diving, courses, and released parties for any such injuries incurred by me.

\_\_\_\_\_ I further state that I am already a qualified and certified scuba diver from the following training agency \_\_\_\_\_ and that I hold the level of \_\_\_\_\_. I am aware of the required certification level and/or experience necessary to be allowed to dive at said site or in said course.

\_\_\_\_\_ 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 I may be required to rent or furnish my own equipment and that I am responsible for its operating condition and maintenance.

\_\_\_\_\_ I also understand that any non-diving activities such as swimming, camping, hiking, volleyball, etc can or could result in injury and I hereby personally assume all risks for any harm, injury or damage that may occur while I am at Devil's Den L.L.C. resort or on the premises of D.D. Diving Inc..

\_\_\_\_\_ I understand that these terms of this waiver, release, and express assumption of risk are contractual and not a mere recital and that I have signed this document of my own free will.

\_\_\_\_\_ I further understand and agree that in the event that one or more of the provisions of the waiver and release, 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 waiver and release shall be constructed as if such invalid, illegal or unenforceable provision or provisions hereof had never been contained herein.

\_\_\_\_\_ It is my intention by this instrument to waive, discharge and release the released parties, as well as my instructor(s) (as defined above) from any and all liability or responsibly whatsoever for any personal injury, property damage, wrongful death, or other loss, however caused, or that may result from directly or indirectly, the negligence of the released parties themselves, whether passive or active.

\_\_\_\_\_ I understand that there is the possibility of falling rocks due to a natural geological formation.

\_\_\_\_\_ I have fully informed myself of the contents of this waiver, release, and express assumption of risk by reading it carefully before signing it on behalf of myself and my heirs.

**CAUTION, Please read waiver in its entirety before signing.**

Date: \_\_\_\_\_.

Signature of participant/student: \_\_\_\_\_.

Address: \_\_\_\_\_.

\_\_\_\_\_.

Signature of Parent or Guardian: \_\_\_\_\_.

Instructor/Witness: \_\_\_\_\_.

Address: \_\_\_\_\_.

\_\_\_\_\_.