



DIVING FOR A CAUSE

DFAC LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Trip Name _____ Dates _____

Please read these terms and conditions carefully and initial each paragraph before signing:

____ 1. I, _____ assume entry into this event at my own risk. In consideration of my participation, I intend to be legally bound. I do hereby for myself, my heirs, executors, administrators and assigns, waive, release and forever discharge any and all rights and claims for damages I may have of hereafter accrue to me against Diving for a Cause (DFAC), associated resorts, meet organizers, or the the sponsors, or any other individuals or groups involved in coordinating or organizing this event, for any or all damages/injuries which may be sustained by me in connection with participation with any Diving for a Cause (DFAC) Meet.

____ 2. I acknowledge that the sport of freediving and spearfishing has inherent dangers such as, including but not limited to, shallow water blackout, marine creature bites and stings, the danger of other boats colliding with mine, and the risk of injury from boats colliding with me whilst diving.

____ 3. I further attest and verify that I am physically fit, am enjoying good health and have sufficient expertise for participation in this event. I understand that freediving and spearfishing are physically strenuous activities and that I will be exerting myself during this open water diving, and that if I suffer injury or death as a result of a heart attack, panic, hyperventilation, or any other health conditions known or unknown etc. that I expressly assume the said risk of said injury or health conditions.

____ 4. Expeditions of the sort on which I am embarking involve travel to remote locations, often far from medical services. Such travel entails increased risk of loss due to injury, death, loss of personal items/equipment or other damages. Upon signing of this document, I take total responsibility for my own insurance. I understand that neither Diving for a Cause (DFAC), associated resorts, nor the event organizers, agents an affiliates carry insurance to address these risks. All boats are sub-contracted and do not carry insurance for personal injury, and we strongly recommend that you arrange personal travel, health and accident insurance.

____ 5. Diving for a Cause (DFAC), associated resorts, and the meet organizers, its agents and affiliates shall not be liable financially or otherwise to any person for: non-performance or unsatisfactory service; for injury to persons, including, but not limited to, death, dismemberment, and other debilitating or life-threatening injuries; for loss, delay or expenses arising from strikes, war, weather, quarantine, sickness, government regulation or other causes; for loss of property or damage thereto; or for any act or omission or default or non-performance of any of its employees, agents, carriers, ground operators, or any other supplier of services.

____ 6. Diving for a Cause (DFAC), associated resorts meet organizers, and agents and affiliates, reserve the right to effect any modification or change to the itinerary including changes for reason of comfort or safety, that circumstances dictate, including cancellation for under subscription and for other conditions beyond its control including acts of God and the like.

____ 7. Freediving and spearfishing and alcohol do not go together. No alcoholic beverages are to be consumed during periods of freediving. I understand and agree to not consume alcoholic beverages until after the diving is finished for the day. I will take total responsibility for my own alcohol consumption. If I see any potentially dangerous situation arising from alcohol consumption I will inform the organizers.

____ 8. I state that I am of lawful age and legally competent to sign this assumption of risk and release.

____ 9. 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 and I have informed myself of the contents of this Liability Release and express Assumption of Risk by reading it before I signed it on behalf of myself and my heirs.

DATED: _____ **SIGNATURE:** _____

WITNESS: _____
(Name) (Date) (Signature)