



RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR TECHNICAL DIVING

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING THIS TECHNICAL DIVING RELEASE.

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH TECHNICAL DIVING AND RELATED ACTIVITIES

I, _____ hereby affirm and acknowledge that I have been fully informed of the unique and inherent hazards of Technical Scuba Diving activities. I fully understand that Technical Scuba Diving with compressed air, oxygen or multiple mixed gases involves certain inherent risks including, but not limited to decompression sickness, embolism, oxygen toxicity, narcosis, barotrauma and hyperbaric injuries that can lead to serious permanent injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a recompression chamber and competent medical assistance, nevertheless, I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sites. Despite the potential unique hazards and dangers associated with the activity of Technical Scuba Diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from technical diving activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in this Technical Scuba Diving course of instruction, as well as the use of any of the facilities and the use of the equipment of the below listed Releasees, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as "Releasees"); National Association of Underwater Instructors (NAUI):

(Instructors) _____

(Facility/ies) _____

(Others) _____
2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from any liability and responsibility, whatsoever for any claims or causes of action that I, my estate, heirs, executors or assigns, may have for personal injury, property damage or wrongful death arising from Technical Scuba Diving activities, whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to save and hold harmless the Releasees from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my participation in this Technical Scuba Diving course, including both claims arising during the course or after I have received my certification.
3. I fully understand that Technical Scuba Diving activities are physically strenuous and I will be exerting myself during this course of instruction. I understand and agree that if I am injured or killed as a result of heart attack, panic, hyperventilation, oxygen toxicity, narcosis, drowning or any other cause that I expressly assume the risk of these injuries and/or attended death and that I will not hold the Releasees included in this agreement responsible in any other way.
4. By entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by, and interpreted in accordance with the laws of the State of California, United States of America.
5. If any provision of this release 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 in this document.

I hereby declare that I am a qualified Scuba Diver and have been truthful in stating my qualifications as a certified Scuba Diver from the following training agency _____ and that I am aware of the required certification or equivalent experience. I have been a certified diver since _____ and I have conducted a total of _____ dives to a maximum depth of _____ feet or _____ meters.

I fully understand that the terms of this Agreement are contractual in nature and not a mere recital. I further state by way of my signature I have signed this Agreement of my own free act. I also declare that I am of legal age and competent to sign this Agreement, or if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

Signature of Participant

Date

Witness

Date

Signature of Parent/Guardian If Participant is a Minor

Date