

Divers Anonymous 2006 Season



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

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING AND RELATED ACTIVITIES

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling, Skin and/or Scuba diving. I fully understand that these risks can lead to severe 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 hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from 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 Snorkeling, Skin and/or Scuba Diving activities 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: Thomas Gormley, Pierre Guibor, Mark Russomanno, Charles Soulas, Janna Fabris
Facilities: Divers Anonymous Scuba Dive Club and Mario's Restaurant
Others: Ian Fryer, Humberto Granado, Benjamin Gualano, Sarah Kalicin, Richard Mullen and Alexander Nesterok

2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers, from 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 Snorkeling, Skin and / or Scuba diving activities whether caused by active or passive negligence of the releasees or otherwise with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless for any injury or loss of life which may occur to me during Snorkeling, Skin and/or Scuba diving activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation 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.
4. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am 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, I AGREE TO BE BOUND BY IT.

Signature Of Participant _____ Date _____
Witness (Name) _____ Signature _____
Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have. _____ Date _____
(Parent Signature if participant is a minor)

WAIVER REAFFIRMATION

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

Signature Of Participant _____ Date _____
Witness (Name) _____ Signature _____
Signature Of Parent Or Guardian If Participant Is A Minor, and by their signature they, on my behalf release all claims that both they and I have. _____ Date _____
(Parent Signature if participant is a minor)

INSTRUCTOR/LEADER CONFIRMATION

I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.

Signature Of Instructor/Leader _____ Date _____

Please note the following excerpt from the "WARRANTIES FOR TRAINING"

"Each student shall be required to complete a medical history form at the beginning of training. The beginning of training is defined as the commencement of in-water training activities. A written release for each student must also be completed at the beginning of training."