Certified Diver Experience Programs

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby declare that I am a certified diver, trained in safe diving practices, and affirm
Participant Name

that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for this experience may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such experience dive(s) in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither the dive professionals, the facility through which I receive my instruction,
AquaSub Scuba Diving Centre, nor International PADI, Inc. nor its affiliate and subsidiary corporations, nor any of their
Facility Name

respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this experience or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in the experience dive(s), I hereby personally assume all risks of this experience, whether foreseen or unforeseen, that may befall me while I am a participant in this experience.

I further release, exempt and hold harmless said experience and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this experience, including both claims arising during the experience or after I complete the experience.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this experience, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindicative to my participation in this experience. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the mediation/drugs.

I will inspect all of my equipment prior to this experience and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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 the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement 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 un-enforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE DIVE
Participant Name

PROFESSIONALS, THE FACILITY THROUGH WHICH THIS EXPERIENCE IS OFFERED, AquaSub Scuba Diving Centre.
Facility Name

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AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

_____ _____

Participant Signature Date (Day/Month/Year)

_____ _____

Signature of Parent of Guardian (where applicable) Date (Day/Month/Year)