

# LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, \_\_\_\_\_, hereby affirm that I am aware that skin and scuba diving have  
Participant Name  
inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification, 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 instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), \_\_\_\_\_ the facility  
through which I receive my instruction, Midwest Aquatics,  
nor its affiliate and subsidiary corporations, nor any of their 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 diving class 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 this course, I hereby personally assume all risks of this course, whether foreseen or unforeseen, that may befall me while I am a participant in this course, including but not limited to the academics, confined water and/or open water activities.

I further release, exempt and hold harmless said course 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 course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this diving course, and that if I am injured as a result of a 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 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 document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree 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 unenforceable provision had never been contained herein.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY  
Participant Name  
INSTRUCTORS, \_\_\_\_\_, THE FACILITY THROUGH WHICH I RECEIVE  
MY INSTRUCTION, MIDWEST AQUATICS,  
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's Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)