TRAVEL AND TOUR CONTRACTUAL LIABILITY RELEASE & WAIVER
THIS IS A RELEASE OF YOUR RIGHTS TO SUE

1. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE Midwest Aquatics Swim & Scuba Center (*NAME OF DIVE STORE/FACILITY HEREAFTER CALLED DIVE STORE*) THEIR EMPLOYEES, AGENTS AND ASSIGNS AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF THE FOLLOWING OR ANY OTHER ACT OR OMISSION ON THEIR PART, INCLUDING BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. By way of my signature on this contract I certify that I am a certified diver or a student diver and have been taught and understand that scuba diving is a hazardous sport. I also fully understand that scuba diving has inherent risks and dangers including, but not limited to, risks associated with equipment failure which could lead to my serious injury or death. **BY MY SIGNATURE ON THIS DOCUMENT I EXPRESSLY ASSUME THESE RISKS.** I acknowledge that I am physically fit to scuba dive or snorkel and engage in this trip. I further agree that I will not hold any of the above named individuals, persons, or entities responsible should I become injured as a result of a medical condition while I am participating in this trip, scuba diving or snorkeling. At no time during this trip will I have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. In consideration for allowing my participation in this trip, which is being offered by the dive store, I fully understand that prevailing weather conditions may cause certain modifications to the dive program. I also fully understand that the transportation or equipment made available by the resort or boat operators who are providing services to me is not the responsibility of the dive store. I also fully understand and agree that the dive store acts only on behalf of itself and itself alone in arranging this travel/trip tour. I understand the dive store is in no way responsible for any acts, errors, or omissions including active or passive negligence by any provider of transportation, equipment, dive services, hotel, tour operator, divemaster, scuba instructor, dive boat, dive boat captain and crew, or any other provider who is engaged to render any service whatsoever on this trip/tour.

4. My signature on this document affirm that I am fully aware of the dangers, risks and hazards of holding my breath while diving and the dangers associated with a rapid ascent. I certify that I am fully aware of the possibility that my equipment may malfunction during a dive which could include a free flowing regulator, stuck inflator button or unwanted inflation of my buoyancy compensator. I certify that I have been trained and know how to overcome these eventualities should they occur to me. I agree not to hold any of the individuals or entities named within this document responsible for any such act.

5. IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT AND MY SIGNATURE HEREON TO GIVE UP ALL OF MY RIGHTS TO SUE ANY INDIVIDUALS OR ENTITIES REFERRED TO WITHIN THIS DOCUMENT, WHETHER SPECIFICALLY NAMED OR NOT.   FURTHERMORE IT IS MY EXPRESS INTENTION TO EXEMPT AND RELIEVE THE DIVE STORE, THEIR EMPLOYEES, AGENTS AND ASSIGNS AND TO EXPRESSLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTIVE OR PASSIVE NEGLIGENCE RELATED IN ANY FASHION TO MY PARTICIPATION IN THIS TRIP. I SPECIFICALLY AND EXPRESSLY ASSUME ALL RISKS IN CONNECTION WITH THIS TRIP.

6. I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND I AGREE TO THE TERMS AND CONDITIONS HEREIN AND ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES. I REALIZE THAT THIS DOCUMENT IS A CONTRACT.

_____
Signature

_____
Print Name

_____
Permanent Address

_____
Date

_____
Telephone

_____
City, State, Zip Code

_____
Local Address

_____
Local Telephone

Participants under the age of 18 must also have parent or guardian signature.

_____ **(Parent/Guardian Signature)**