



Waiver and Release of Liability Assumption of Risk and Indemnity Agreement

THIS FORM IS TO BE USED FOR ALL DIVING ACTIVITIES OTHER THAN ENTRY-LEVEL TRAINING

* NOTE: This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the legal guardian.

I _____ (PARTICIPANT'S NAME) HEREBY acknowledge and agree that SNORKELING/SCUBA DIVING/RECREATIONAL REBREATHING DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed gas involves risks and injuries that can occur which require treatment in a medical facility and/or recompression chamber. I UNDERSTAND that open water diving trips, which are necessary for training and certification or for other diving activities, may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I UNDERSTAND AND AGREE that snorkeling, scuba diving and related activities involve physical exertion in a marine environment that expose me to risk of injury or death from heart attack, panic, hyperventilation, hypothermia, drowning, fatigue and exhaustion, as well as from wind and weather conditions, tides, currents, waves, equipment failure, interactions with watercraft, swimmers and aquatic life, rocks, docks, pilings, buoys and other potential hazards, any or all of which may not be visible, known or anticipated, and I agree these are all INHERENT RISKS of my chosen activity. I HEREBY ASSUME ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the NEGLIGENCE of the Releasees or otherwise.

To the fullest extent allowed by law, I HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI"), as well as Midwest Aquatics DIVE CENTER/DIVE RESORT/DIVE SCHOOL the dive center / dive resort / dive school, all of their instructors and dive professionals, and all of their parent, subsidiary or affiliated companies, agents, employees, officers, directors, owners or sponsors (the "Releasees") FROM ALL RESPONSIBILITY OR LEGAL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN OR FROM MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HEREBY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

This document constitutes the FINAL AND ENTIRE AGREEMENT regarding the subjects it covers, and it is binding upon the heirs, successors and assigns of the parties even if I die or become incapacitated. This document supersedes any and all other documents or oral statements, and I represent that I am not relying upon any oral or written representations that conflict with what is set forth in this document.

This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable laws, but it is not intended to assert any claims or defenses that are prohibited by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I UNDERSTAND AND AGREE that SSI Dive Centers, Diving Schools, Resorts their affiliated Dive Professionals, associated with the program in which I am participating, are licensed to use various SSI Trademarks and to conduct SSI training, but are not agents, employees or franchisees of Scuba Schools International or any of its parent, subsidiary or affiliated companies ("SSI").

I FURTHER UNDERSTAND AND AGREE that the Dive Center, Diving School, Resort and their affiliated Dive Professionals business activities are independent, and are neither owned nor operated by SSI, and that while SSI establishes the standards for SSI diver training programs, SSI is not responsible for, nor does it have the right to control, the operation of the business activities and the day-to-day conduct of SSI programs and/or supervision of divers by the Dive Center, Diving School, Resort and their affiliated Dive Professionals or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my heirs or estate will have any legal right to sue or to hold SSI liable for the actions, inactions or negligence of the Dive Center, Diving School, Resort and their affiliated Dive Professionals and other affiliated personnel associated with the activity.

WAIVER RELEASE VERIFICATION

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive professional the potential dangers incidental to engaging in the course and/or activity of snorkeling/scuba diving/ recreational rebreather diving and related diving operations.

Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

JUNIOR WAIVER RELEASE VERIFICATION

As parent or guardian, I am signing this document on behalf of my minor child and on behalf of all of the child's parents and guardians, and we agree to be specifically bound to all the terms and conditions of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement. I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms, understand that we have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees in the event of a claim or suit by or on behalf of the minor child.

Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.

Junior Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Junior's Parent/Guardian's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

RISK AWARENESS 3 TO BE SIGNED BY PARTICIPANT AFTER VIEWING RISK AWARENESS VIDEO — PART III AND PRIOR TO CONTINUING EDUCATION TRAINING DIVES:

Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Witness _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Junior Participant's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Junior's Parent/Guardian's Name _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

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