

General Liability Release and Express Assumption of Risk

For _____ (specify Course or Specialty) training program under sanction through SDI, NAUI or PADI. Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities.

_____ Further, I understand that diving with compressed air or oxygen enriched air (nitrox) involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotraumas/hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open water diving trips, which are necessary for training and certification, may be conducted at a site that is remote, either by time of 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), whether SCUBA Network, freelance, independent, or any affiliated instructors, the facility through which I received my instruction, SCUBA Network Stores Inc. D/B/A SCUBA Network, its Franchisees, Employees or agents and/or its affiliated instructors, Peter Glenn Ski and Sports, AKA Green Mountain Corp. its employees and agents, International Training and SCUBA Diving International, NAUI, PADI, nor the officers, directors, shareholders, affiliated companies, employees, agents, or assigns of the above listed entities and/or individuals, nor the authors of any materials including texts and tables expressly used for training and certification (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that my 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 enroll in this course, I hereby personally assume all risks in connections with said course, for any harm, injury, or damage that may befall me while I am enrolled as a student of this course, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless said course and Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification even if such claims may be groundless, false or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during this diving course, and that if I am injured as a result of heart attached, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said course and Released Parties for any such injuries incurred by me.

_____ I understand that these activities may place me deeper than I am able to safely execute a free (without breathing gas) ascent from.

_____ I understand that I may be required to furnish my own equipment and that I am responsible for its operating condition and maintenance.

_____ 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 that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUCTORS, SCUBA NETWORK AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, 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 EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRES.

This document is required for all courses and Specialties.
No alteration, changes, omissions or revisions may be made.

_____/_____
Signature of Student/Participant / Date

_____/_____
Signatures of Parents or Guardians / Date

_____/_____
Witness / Date