**KOVAL DEEP AI – RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND DISCLAIMER AGREEMENT**

**PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. BY ACCESSING OR USING THE KOVAL DEEP AI CHATBOT ("THE AI SERVICE"), YOU AGREE TO BE LEGALLY BOUND BY THE TERMS BELOW.**

This Release of Liability and Disclaimer Agreement ("Agreement") is entered into by and between you ("User", "Participant", or "You") and **Koval Deep AI**, **Daniel Koval**,**Freediving Instructors International LLC** and **Deep Freediving Instruction LLC** (collectively, "Providers") as a condition of accessing and using the AI-based freediving chatbot and related services (the “Service”).

**1. NO MEDICAL OR SAFETY GUARANTEE**

The information provided by Koval Deep AI is **not a substitute for formal freediving education, medical advice, or supervision**. This chatbot provides generalized training guidance for educational purposes only. **Freediving is a high-risk activity that can result in serious injury or death.** You understand and agree that:

* The AI does not evaluate individual health conditions or emergency preparedness.
* You must not rely on the AI in place of certified freediving instruction or in-water supervision.
* Use of the chatbot’s advice without proper physical readiness, certified training, or supervision may result in serious bodily injury, blackout, barotrauma, or death.

**2. ASSUMPTION OF RISK**

You voluntarily assume **all risks** associated with freediving training, preparation, or simulation, including but not limited to:

* Blackout (loss of consciousness)
* Shallow or deep-water blackout
* Lung squeeze or barotrauma
* Ear or sinus injury
* Death due to hypoxia, entrapment, or drowning

You acknowledge that **no AI system, chatbot, or online resource can mitigate or remove these risks.** Your decision to practice techniques suggested by Koval Deep AI is at your **sole and exclusive risk**.

**3. WAIVER AND RELEASE OF LIABILITY**

To the fullest extent permitted by law, **you hereby release, waive, and discharge**:

* **Koval Deep AI**
* **Daniel Koval**
* **Deep Freediving Instruction LLC**
* All officers, agents, employees, affiliates, contractors, AI platforms (including OpenAI), successors, and assigns from **any and all liability, claims, demands, or causes of action** whatsoever arising out of or related to your access to or use of the chatbot, including but not limited to:
* Any injury, death, disability, or damages you sustain while practicing freediving
* Misapplication or misinterpretation of AI suggestions
* Failure to follow safe diving standards
* Any decision you make based on chatbot content

You expressly agree that this release applies whether or not your injury or loss is caused by the **negligence (active or passive)** of any of the Released Parties.

**4. NO WARRANTIES**

The Providers make **no representations or warranties**, express or implied, about the safety, effectiveness, or accuracy of the information provided. The Service is provided “**as is**” without warranty of any kind.

* There is no guarantee of diving improvement, safety, or successful use of any technique.
* Providers are not responsible for any incorrect or misinterpreted advice provided by the chatbot.

**5. INDEMNIFICATION**

You agree to **indemnify, defend, and hold harmless** the Released Parties from any claims, damages, losses, or expenses (including attorney’s fees) arising out of or related to:

* Your use of the Service
* Any bodily injury, death, or property damage resulting from your freediving training or activities
* Your violation of this Agreement or of any applicable laws, safety protocols, or freediving standards

**6. AGE AND LEGAL CAPACITY**

You confirm that:

* You are at least **18 years of age**, or the legal age of majority in your jurisdiction.
* You are legally capable of entering into this binding release.

If you are under 18, you must **not use this service without explicit parental consent and legal supervision**.

**7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the **State of Hawaii**, without regard to its conflict of laws principles. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of Hawaii.

**8. ENTIRE AGREEMENT**

This document constitutes the **entire agreement** between you and the Providers regarding your use of the Koval Deep AI service and supersedes all prior agreements or understandings.

**9. ACKNOWLEDGMENT**

By using the Koval Deep AI chatbot, you **affirm** that you have read and understood this Release of Liability and that you voluntarily agree to be bound by its terms.

**Koval Deep AI – Medical and Liability Release**

**By checking the box below, you confirm the following:**

* You **do NOT have** any history of:
  + Ear or sinus surgery
  + Chronic sinus congestion
  + Asthma, chronic bronchitis, or any lung condition
  + Fainting, seizures, blackouts, or neurological conditions
  + Diabetes (Type 1 or 2)
  + Heart disease, arrhythmia, or high blood pressure
  + Panic attacks or claustrophobia
  + Blood disorders
  + Recent major surgery or hospitalization
  + Pregnancy (if applicable)
* You understand that:
  + Freediving carries **serious risk**, including blackout, barotrauma, lung squeeze, and death.
  + Koval Deep AI provides **general training guidance only** and is not a substitute for professional medical or dive supervision.
  + You are solely responsible for how you apply the information provided by the AI.
  + You will **never train in water without a certified buddy or instructor** present.
  + If any discomfort, dizziness, or symptoms arise, you will **immediately stop training and seek medical evaluation**.