

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

PLEASE NOTE: By signing this document, you waive certain legal rights, including the right to sue. This release may be used against you [or anyone acting for the Minor] in a court of law if you [or anyone acting for the Minor] sue any party or person released herein. Please read it carefully, fill in all blanks and initial each paragraph before signing.

TO: Durham Divers Scuba Club, its officers, members (past and present), agents, sponsors and assigns
(the "**Released Parties**")

RE: Events operated, sponsored or promoted by the Durham Divers Scuba Club (the "**Activities**") including, without limitation, scuba diving and skin diving.

I, _____, on behalf of myself [on behalf of _____] (the "**Minor**")
(Print First and Last Name) (Print First and Last Name)

in consideration for my [the Minor's] participation in the Activities hereby understand, represent and agree that:

Initials

I [The Minor] will strictly comply with all reasonable terms, rules and regulations of any Released Party with respect to the Activities, including with respect to any recreational diving Activity, having the appropriate certifications and abiding by the Standard Safe Diving Practices Statement of Understanding issued by PADI (copy available upon request).

Initials

The Released Parties, including without limitation any Divemaster or person supervising the dive or boat with respect to any Activity, shall have the right to prevent me [the Minor] from participating in such Activity if: my [the Minor's] equipment, training or health does not appear to be appropriate for the Activity; I [the Minor] appear to be under the influence of mindaltering and/or dangerous substances; I fail to comply with any reasonable term, rule or regulation of the Released Parties; it is in the interests of the safety of any participant in the Activity; or if with respect to any recreational diving Activity, I am behaving in a way that goes against any accepted standards of safe diving practices, including without limitation the Standard Safe Diving Practices Statement of Understanding issued by PADI.

Initials

I am responsible for the provision, care and maintenance of my own [the Minor's] equipment whether owned, borrowed or rented by me [the Minor or anyone acting for the Minor] (the "**Equipment**"), which must be appropriate for the type of Activity planned. The Equipment will be serviced according to the manufacturer's recommendations (usually at least once a year), to prevent incidents caused by avoidable malfunctions.

Initials

The Released Parties are not liable or responsible in anyway for any injuries received as a result of: the Equipment used in the Activities that is not working properly, including personal Equipment that I borrow from any Released Party or Equipment for which I accept assistance from a Released Party with respect to use or repair; my failure to inspect the Equipment; and/or my failure to notify a Released Party that the Equipment is not working properly prior to my [the Minor] engaging in the Activities.

Initials

I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving. I understand that Activities which involve skin diving and scuba diving are physically strenuous and that I [the Minor] will be exerting myself [his or herself] during such Activities, and that if I am [the Minor is] injured or die as a result of a heart attack, panic, hyperventilation or any other physical or mental affliction, that I expressly assume the risk of said injuries and that I [the Minor or the Minor's family, heirs or assigns] will not hold the Released Parties responsible for such injuries or death.

Initials

I understand that Activities which involve diving with compressed air or other gases involve certain inherent risks including suffering physical injury (minor or serious), emotional shock and/or death; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the diving Activities, in which the Durham Divers Scuba Club engage from time to time, may be conducted at a site that is remote, either by time or distance, from such a recompression chamber or other medical assistance. I, on my own behalf [on behalf of the Minor], still choose to proceed [still consent to the Minor proceeding] with such diving Activities in spite of the possible absence of a recompression chamber or medical assistance in proximity to any dive site.

Initials

I understand that in the course of Activities that involve:

- shore diving sites, it may be necessary for me [the Minor] to negotiate treacherous terrain, steep grades, loose gravel, slippery rocks and surfaces to get to such dive site, which could cause me [the Minor] to lose my [the Minor's] footing, fall and be injured, especially while carrying or wearing equipment; or
- diving from a boat, there may be hazards like slippery boat decks and movement caused by wave action or maneuvering the boat, which could cause me [the Minor] to lose my [the Minor's] footing, fall and be injured, especially while carrying or wearing equipment.

In consideration of being allowed to participate in the Activities, I hereby personally assume all risks in connection with any harm, injury, or damage that may befall me [the Minor] while I am [the Minor is] engaged in the Activities including, without limitation, all risks connected with traveling to and from any dive site, whether foreseen or unforeseen.

Initials

I hereby give the Released Parties the absolute and irrevocable right and permission with respect to photographs and/or videos that have been taken of me [the Minor] or in which I [the Minor] may be included with others in the course of the Activities to: copyright the same in the Durham Divers Scuba Club name or any other name that the Released Parties may choose; use, re-use, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs or videos for any purpose whatsoever, including without limitation, for illustration, promotion, and advertising trade; post on the Durham Divers Scuba Club website, or any other website that the Released Parties may choose; and use or disclose my [the Minor's] name in connection therewith if the Released Parties so choose.

Initials

I hereby indemnify and hold harmless the Released Parties from any claim or lawsuit by:

- me [the Minor] or my [the Minor's] family, estate, heirs, or assigns, with respect to any harm, injury or damage that may befall my [the Minor's] person or property; or
- any third party, with respect to any harm, injury, or damage that may befall the person or property of the third party;

that arises out of my [the Minor's] participation in the Activities, including the planning and/or organization of the Activities.

Initials

I hereby voluntarily assume and will be solely responsible for all risks and liability in connection with my [the Minor's] participation in the Activities for any loss or damages to me [the Minor], including loss or damage caused by injury to my [the Minor's] person or property or by my [the Minor's] death howsoever caused and notwithstanding that the same may have been caused by or contributed to by the negligence of, or breach of contract by, the Released Parties, whether passive or active, whether foreseen or unforeseen, that may occur as a result of my [the Minor's] participation in any Activity. The Released Parties are not liable or responsible in anyway, for any such loss or damage.

Initials

I am of lawful age and legally competent to sign the liability and release, or that I have acquired the written consent of my parent or guardian.

Initials

I represent that I am [the Minor is] in good physical condition and that I am [the Minor is] able to safely engage in all Activities.

Initials

I have given up substantial rights on behalf of myself [on behalf of the Minor] in order for the Released Parties to allow me [the Minor] to participate in the Activities, by assuming both physical and legal risks.

Initials

I understand that my [The Minor's] basic contact information (Name, phone number, address and email address) may be included on a membership listing and shared with other club members to facilitate efficient carpooling and/or other activities for club related purposes.

Initials

I have signed this Liability Release and Assumption of Risk of my own free will. I have fully informed myself of the contents of this Liability Release and Assumption of Risk by reading it before I signed it on my own behalf [on behalf of the Minor].

Signature _____ **Date** _____

Witness _____ **Date** _____

Please complete reverse