SCUBA SCUBA NOW

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Full Name: Phone: d

Address: City: State: Zip: d

Email: Birth Date: d

Certification Agency: Certification Number: d   
Emergency Contact Name: Emergency Contact Phone: d

THIS IS A RELEASE OF YOUR RIGHTS TO SUE.  
This release may be used again you or any person acting on your behalf in a court of law, should a suit be brought against any release party and/or person.  
(Please read carefully, fill in all blanks and initial each paragraph before signing.)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby affirm that I have been advised and

(PLEASE PRINT YOUR NAME)

thoroughly informed of the inherent hazards of skin diving and scuba diving.

\_\_\_\_\_\_\_I understand and agree that neither SCUBA SCUBA NOW Inc., the charter boat: Sea Slipper nor any of their respective   
 employees, officers, agents, or assigns, (hereinafter referred to as "Released Parties") may be held responsible in any way for   
 any injury, death, or other damages to me and my family, heirs, or assigns that may occur as a result of my participation in this   
 diving charter or as a result of any negligence, WANTON or WILLFUL, of a party, including the Released Parties, whether   
 passive or active.

\_\_\_\_\_\_\_I acknowledge that I am a certified scuba diver trained in safe diving practices and am aware of the risks inherent in this sport   
 and accept these risks.

\_\_\_\_\_\_\_I also understand that skin diving and scuba diving are physically strenuous activities and that while being physically fit I will be   
 exerting myself, and that if I am injured in any way, that I expressly assume the risk of said injuries.

\_\_\_\_\_\_\_I further save and hold harmless the released parties from any claim or lawsuit by me, my family, estate, heirs, or assigns,   
 arising out of my participation in said charter(s) including both claims arising during the charter(s) or after said charter(s).

\_\_\_\_\_\_\_I further state that I am of lawful age and legally competent to sign this release, or that I have acquired the written consent of   
 my parent or guardian.

\_\_\_\_\_\_\_Further, I understand that even following all appropriate dive practices, diving with compressed air involves certain inherent   
 risks; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression   
 chamber. I further understand that the charter(s) may be conducted at a site that is remote, either by time or distance or both,   
 from such a recompression chamber. I still chose to proceed with said charter(s) in spite of the absence of a recompression   
 chamber in proximity to the dive site.

\_\_\_\_\_\_\_In consideration of being allowed to participate in said charter(s), I hereby personally assume all risks in connection with said   
 charter(s), for any harm, injury or damage that may befall me while I participating in said charter(s), including all risks   
 connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_\_\_I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under   
 the influence of any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and   
 have approval to dive while under the influence of the medication/drugs.

\_\_\_\_\_\_\_I am aware of the dangers of breath holding while diving, and I will not hold any of the Released Parties responsible if I am   
 injured doing so.

\_\_\_\_\_\_\_I am aware that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations   
 and the prevailing water conditions. I will not hold any of the Released Parties responsible for my failure to safely plan my dive   
 and dive my plan.

\_\_\_\_\_\_\_I will inspect all of my equipment prior to the activity and will not hold any of the Released Parties responsible for my failure to   
 inspect my equipment prior to the dive.

\_\_\_\_\_\_\_I understand that the terms herein are contractually binding and not a mere recital and that I have signed this document of my   
 own free act.

IT IS MY INTENT TO EXEMPT AND RELEASE ALL RELEASED PARTIES, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, AND FOREVER SAVE AND HOLD HARMLESS THE RELEASED PARTIES BY MY SIGNATURE OF THIS INSTRUMENT.   
  
I HAVE READ, UNDERSTAND AND HAVE INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_