

YEAR _____

Name:		Date of Birth:		Age:	
Address:		City:		State:	
Zip Code:		Email:			
Home Phone:		Cell Phone:			
Diving Agency:		Cert Level:		Card Present:	
Emergency Contact Name			Phone #:		

**MALIBU DIVERS
LIABILITY RELEASE AND
ASSUMPTION OF RISK AGREEMENT
FOR STORE-SPONSORED EVENTS**

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I understand and agree that I have voluntarily chosen to associate with Malibu Divers and may choose to participate in Malibu Divers-sponsored activities (hereinafter "Events") throughout the year. These Events may include, but are not limited to, scuba diving and snorkeling (hereinafter "Diving"), and other recreational activities which may also result in serious injury or death. I affirm that I am thoroughly familiar with the hazards of the various activities in which I may choose to participate and that I expressly assume all such risks associated with my participation in these Events.

I understand and agree that neither Malibu Divers nor any of its employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in these Events or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the Diving activities will be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with these Diving activities in spite of the absence of a recompression chamber in proximity to the dive site(s).

I affirm I am in good mental and physical fitness for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated 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 understand that Diving is a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured as a result

YEAR _____

of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s). Malibu Divers may not have a dive professional present at these Events and therefore I acknowledge my participation in these Events is at my own risk and peril. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

In consideration of being allowed to participate in these Events, I hereby personally assume all risks of these Events, whether foreseen or unforeseen, that may befall me while I am a participant in these Events. I further release, exempt and hold harmless these Events and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in these Events.

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 hereby state and agree this Agreement will be effective for all Malibu Divers Events in which I participate within one year from the date on which I sign this Agreement.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties as a result of my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MALIBU DIVERS AND ALL RELATED ENTITIES AS DEFINED ABOVE, 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.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)