



Patowmack Divers

Liability Release and Express Assumption of Risk

This is an important legal document. You should consult with an attorney before signing this agreement.

Recognition of Exceptional Risk

I recognize that diving (which shall hereinafter include both skin diving and SCUBA diving) is an exceptionally hazardous activity, but I still desire to participate in this activity and to participate in diving activities sponsored or arranged by Patowmack Divers (herein referred to as the "Club"). I also recognize that diving with compressed gasses, including air, involves certain inherent risks; decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber, and that there is no recompression chamber on site for dive events sponsored or arranged by the Club. I further understand that diving is a physically strenuous activity and that I will be exerting myself during any Club-related dive trip or event, which may lead, directly or indirectly, to injury as a result of heart attack, panic, hyperventilation, etc. I also understand that serious diving injuries may be caused by one or more of the following factors: improper decompression, rapid ascent, inadequate training, diver fatigue, diving and smoking, alcohol and/or drug abuse, dehydration. Further, I understand that obesity, heart problems, seizure disorders, lung disorders, significant central or peripheral nervous system disorders, and pulmonary dysfunction are contributors to diving injuries.

Assumption of Exceptional Risk

In consideration of permitting me to participate in the diving activities of the Club, I voluntarily assume all risk of injury to myself ('injury' shall herein include bodily injury, and/or damage to or destruction of or loss of my property and/or services, and/or my death) which arises from my participation in diving activities planned, sponsored, or conducted by the Club, even when such injury is caused solely or in part by the negligence of one or more members of the Club.

I have completely read, understand, and accept with all provisions on this page.

_____, 200__
(Initials) (Date)

Release from Liability

I further hereby release all officers, members, and guests of the Club from any and all liability for property loss, or damage, and/or from any and all damages resulting from death or personal injuries, including loss of services, which I may sustain on account of, arising out of, or in connection with any Club-related diving activity or event, whether resulting from negligence or anyone in charge of or participating in any Club diving trip or event.

It is expressly understood that the trip leader (dive coordinator) is acting *only* in the capacity of trip escort. Although the trip leader may or may not be certified as an instructor, divemaster, or CPR/first aid provider, the trip leader is *not* acting in any such capacity during any activity associated with any Club-sponsored dive event.

Specific Waiver of Liability for Club Rules and Policies

I recognize that there may be diving practices or rules which others might consider necessary or prudent for safe diving and which have not been adopted by or which are not enforced by either the Club or one or more Club members, officers, or dive coordinators/leaders.

I will not hold the Club or any Club member acting in any capacity whatsoever liable for any injury arising solely or in part from a failure of the Club or any Club member acting in any capacity whatsoever to adopt or to enforce any particular rule or practice. This includes but is not limited to: a failure to enforce the Buddy System; a failure to adopt or enforce a policy of canceling dives due to marine, atmospheric or other dangers; a failure to require use of any particular item of diving equipment; and/or a failure to require any minimum level of diving expertise or experience for any Club member, prospective club member or guest participation in a club activity.

Specific Waiver of Liability for False or Misleading Information

I recognize that one or more Club members (or non-members) may negligently omit to give me information, or may give me false or misleading information pertaining to the difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that one or more Club members (or non-members) may negligently approve of my preparation or planning for a dive or my equipment condition or my complement of equipment or my manner of wearing or using equipment. I agree that I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment is sufficient for the dive I intend to make. I release the Club, its officers, members, and guests of any responsibility for negligent acts or omissions of this nature.

I have completely read, understand, and accept with all provisions on this page.

_____, 200____
(Initials) (Date)

Specific Waiver of Liability Relating to Diving Assistance and Buddy Diving

I agree that no Club officer, member, or guest is under any obligation to assist me in any way whatsoever either in or out of the water, or to offer me air even when I request it, or to stay with me during a diving activity, or to look for me if we become separated. I release all Club officers, members, and guests from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

I fully recognize that a diving buddy can be either an asset or a liability. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

Acknowledgement of Understanding and a Reference Copy

I have read and understand this agreement and have had an opportunity to ask questions and to consult legal counsel of my choice. I also acknowledge receipt of a duplicate copy of this agreement for my permanent reference.

This agreement is in full force and effect and shall be binding upon the parties unless and until I have notified the Club Vice President in writing by certified mail, return receipt requested, advising that I am no longer bound by this agreement.

This agreement should be signed in the presence of a notary public.

Signed and sealed at _____ this _____ day

of _____, 200__.

(Printed Name)

(Legal Signature)

State of _____

City/County of _____

On this _____ day of _____, 200__, before me personally came, to me known and known to me to be the person who executed the foregoing agreement, and he/she acknowledged to me that he/she executed the same as his/her free act and deed.

Notary Public

My Commission expires _____, 200__

[Please initial and date all pages.]