

SPECIAL EVENT VOLUNTARY WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For Underwater Dynamics and UNiTeD Club diving activities and events.

Please read carefully, fill in the blanks and initial each paragraph before signing.

I, _____ hereby declare that I am a certified scuba diver, trained in safe diving practices, and am aware of the inherent hazards of skin and scuba diving.

___ I understand and agree that neither Underwater Dynamics, LLC, nor UNiTeD Club, nor the organizers or promoters of this event; nor any of their respective employees, officers, instructors, dive masters, agents 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, heirs or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

___ I hereby acknowledge that skin or scuba diving is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage.

___ I further acknowledge that diving with compressed gas involves certain inherent risks, including but not limited to, diving barotrauma, gas expansion injuries, gas embolism, decompression sickness, and drowning. Injuries can occur that require treatment in a recompression chamber or other medical facilities. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber or medical facilities. I still choose to proceed with such activity in spite of the absence of a recompression chamber or medical facilities in proximity to the dive site.

___ I declare 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 contra-indicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

___ I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

___ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

___ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

___ I hereby separately agree to indemnify and save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

___ I hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Released Parties, including negligent rescue operations

___ I further declare 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 understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, 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 this agreement is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and 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 rights to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from 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 do hereby exempt and release Underwater Dynamics, LLC, UNiTeD Club, and the organizers and promoters of this event, and all related entities as defined above, from all liability or responsibility whatsoever for all personal injury, property damage or wrongful death, however caused, including but not limited to property liability or the negligence of the released parties, whether passive or active.

I have fully informed myself of the contents of this liability release and assumption of risk by reading it before I signed it on behalf of myself and my heirs. I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the event or activity leader the potential dangers incidental to engaging in the activity related operations.

Participant's Signature

Date (month, day, year)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Released Parties. I have had the opportunity to personally discuss with the event or activity leader the potential dangers incidental to engaging in the activity related operations prior to commencement of the minor child's activities.

Signature of parent or guardian (where applicable)

Date (month, day, year)

Witness

Date (month, day, year)