RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND EXPRESS ASSUMPTION OF RISK AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING THIS RELEASE

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH SNORKELING, APNEA DIVING, SCUBA DIVING, FIRST AID, AND RELATED ACTIVITIES

I, _____ **(PRINT PARTICIPANT LEGAL NAME)** hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling, Apnea Diving, SCUBA Diving, First Aid, and instruction related thereto ("Diving Activities"). I fully understand that these hazards and risks can lead to severe injury and even loss of life. I understand that Snorkeling, Apnea Diving, SCUBA Diving, and First Aid activities may be conducted at a site that is remote from a recompression chamber and competent medical assistance. Nevertheless, I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also hazards and risks associated with Snorkeling, Apnea Diving, SCUBA Diving, First Aid, and related travel, including, but not limited to the possible injury or loss of life as a result of a vessel accident, being hit by a vessel while in or under the water, while boarding, disembarking, exiting and/or re-boarding the vessel to begin or end diving activities, equipment failure, user error, as well as during travel to and from dive sites. Despite the potential hazards and risks associated with Snorkeling, Apnea Diving SCUBA Diving, First Aid activities, and related activities which can include but are not limited to, aquatic life encounters, currents, waves, barotraumas (pressure change related injuries), sudden loss of visibility, entrapment underwater in wrecks, caves, vegetation, fishing line, fishing nets or debris, I wish to proceed and I freely accept and expressly assume all hazards and risks, that may arise from Snorkeling, Apnea Diving, SCUBA Diving, First Aid activities, and related activities which could result in personal injury, loss of life and property damage to me.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT:

In consideration of being allowed to participate in Snorkeling, Apnea Diving, SCUBA Diving, and First Aid activities as well as the use of any of the facilities and the use of the equipment of the below listed persons or entities, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereinafter referred to as Releasees); National Association of Underwater Instructors, Inc. (NAUI) and subsidiary companies:

   (Instructor/s and Leader/s) Darrell Pelan
   (Facility/ies) Adventure Scuba
   (Others) _____

2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from Snorkeling, Apnea Diving, SCUBA Diving, First Aid activities, and related activities whether caused by active or passive negligence of the Releasees or otherwise with the exception of gross negligence. By executing this Agreement, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me during Snorkeling, Apnea Diving, SCUBA Diving, and First Aid activities and/or instruction, and any and all future courses of instruction, programs and Snorkeling, Apnea Diving, SCUBA Diving, and First Aid related travel I undertake.
3. I fully understand that Snorkeling, Apnea Diving, SCUBA Diving, and First Aid related activities are physically strenuous and I will be exerting myself during this course of instruction. I understand and agree that if I am injured or killed as a result of heart attack, panic, hyperventilation, oxygen toxicity, hypoxia, narcosis, aquatic life encounters, drowning or any other cause, that I expressly assume the risk of these injuries and/or attended death and that I will not hold the Releasees included in this Agreement responsible in any other way.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, United States of America.
5. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that portion shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable portion had never been contained in the Agreement. The English language version of this document shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

I fully understand that the terms of this Agreement are contractual in nature and not a mere recital. I further state by way of my signature I have signed this Agreement of my own free act. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant: _____ Date: _____

Witness (Printed Name): _____ Witness Signature: _____

Signature of Parent **OR** Guardian If Participant Is a Minor, and by their signature they, on my behalf release all claims that both they and I have.

Signature of Parent **OR** Guardian: _____ Date: _____

INSTRUCTOR/LEADER CONFIRMATION

I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.

Signature of Instructor/Leader: _____ Date: _____