

Liability Release and Assumption of Risk Agreement

I (participant name), _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I affirm I have read and understand the Safe Diving Practices and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well being, and that failure to adhere to them can place me in jeopardy when diving.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. I further understand that this program may 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 this program in spite of the absence of a recompression chamber in proximity to the dive site.

The information I have provided about my medical history on the Medical Questionnaire is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I understand and agree that neither the dive professionals conducting this program, **the professional dive staff of High Tide Scuba**, nor the facility through which this activity is conducted, **High Tide Scuba**, nor International PADI, Inc., nor any of their respective employees, officers, 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, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the academics, confined water and/or open water activities.

I further release and hold harmless the Discover Scuba Diving program and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

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

I further state that I am of lawful age and legally competent to sign this Assumption of Risk and Liability Release Agreement, 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 and that I have signed this Release 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 (participant name), _____, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AND RELEASED PARTIES 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature Day/Month/Year

Parent/Guardian Signature (where applicable) Day/Month/Year

Emergency Contact Information

Name _____

Relationship _____ Phone (____) _____

Discover Scuba Registration Form

Participant Information – Please print neatly with in lines provided

Program Completion Date

First Name MI Last Name

Date of Birth Country Participants Mailing Address City

State Zip Code Phone Number Gender: Male

Female

E-Mail