

LIABILITY AGREEMENT AND EXPRESS ASSUMPTION OF RISK

All diving members must initial each section and sign the completed form in the spaces provided.

I, _____ & _____
hereby certify, acknowledge and agree to the following, each paragraph which I have initialed:

_____/_____/ I am a certified Scuba Diver, trained in safe diving practices. I was certified through _____/_____ on (date) ____/____ my/our certification number is/are _____/_____. (certifying of agency/ies)

_____/_____/ I recognize and understand that diving involves unavoidable risks and dangers, including malfunctions of equipment, risks due to environment, animal or sea life, risks due to currents and other changing conditions, all of which can result in injuries and loss of life, and I expressly assume such risks;

_____/_____/ I affirm that I am in good mental and physical condition for diving, but I understand that diving is a physically strenuous activity, that I will be exerting myself when I Scuba dive or skin dive, and I expressly assume the risk of such activity;

_____/_____/ I should never dive alone or with a person I have not thoroughly discussed the dive plan with and each of us has reviewed one another's diving equipment and emergency procedures;

_____/_____/ I should always Scuba dive with a buoyancy control devise with an auto inflation system, depth gauge and submersible pressure gauge;

_____/_____/ I should adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface and position weights to keep the quick-release buckle centered and accessible at all times;

_____/_____/ I should never dive in conditions which I do not feel comfortable or exceed my physical ability, and never stay underwater until my air supply is exhausted, surfacing with at least 300-500 psi;

_____/_____/ I should dive within the decompression limits, making all dives "no decompression" dives, have a means of monitoring my depths and time underwater and be proficient with dive tables or dive computers;

_____/_____/ I will not dive under the influence of alcohol or drugs; any medication I am taking is solely my responsibility, based upon consultation with physicians who have approved its use while diving;

_____/_____/ I understand that even if I follow all of the appropriate dive practices, there is still some risk of sustaining heart attack, decompression sickness, embolism, or other hyperbaric injuries, that dive trips may be conducted at locations remote, either by time, distance or both, from such hyperbaric chamber and other medical attention, and I expressly assume the risk of such injuries or illnesses, and the risks involved in diving under such circumstances;

_____/_____/ I agree to follow the recognized and established safety practices associated with scuba diving, but I realize that even though such practices are observed there is still a risk of accident or injury, and I expressly assume such risks;

____/____ I agree to abide by the rules of the Boat Captain, Dive Master or Instructor before, during and after all dives.

____/____ I understand that SJ Dive Club may be involved in non-diving activities such as camping and skiing outings and that such activities may also include certain risks and dangers which may result injuries. I expressly assume those risks and I further save and hold harmless SJ Dive Club their agents, assigns and representatives from any claims or lawsuits related to non-diving activities;

____/____ I acknowledge that I alone am responsible for my own activities while engaging in scuba diving and that I cannot and will not rely upon anyone else to advise me of my own improper or unsafe procedures and practice while diving. I will exercise care in my own activities while engaging in scuba diving and I assume full responsibility and liability for injury or harm which occurs as the result of any lack of good care on my part;

____/____ I further save and hold harmless SJ Dive Club their agents, assigns and representatives from any claim or lawsuit by me, my family, estate, heirs, or assigns, 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 understand and agree that SJ Dive Club will not, at any time, provide for or be responsible for, the supervision of minor children, and that such supervision will be the sole responsibility of the minor child's parent or guardian;

____/____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired 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 document of my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK. I HAVE READ IT BEFORE I SIGNED IT AND UNDERSTAND I AM RELEASING SJ DIVE CLUB AND IT'S OFFICERS FROM LIABILITY FOR ANY LOSSES OR INJURIES RESULTING FROM CLUB ACTIVITIES

Members Name/s (PRINT)

_____ / _____

Signature/s: _____ / _____

Date: _____

Parent or Guardian , for minors under 18: _____

Date: _____