

DISCOVERY DIVING'S **NITROX**

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

FULL NAME _____ ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE _____ FAX _____ EMAIL _____
BIRTH DATE _____ CERT. AGENCY _____ CERT. NUMBER _____
APPROXIMATE DATE OF LAST DIVE _____ APPROXIMATE NUMBER OF DIVES _____

THIS IS A RELEASE OF YOUR RIGHTS TO SUE.

This release may be used against you or any person acting on your behalf in a court of law, should a suit be brought against any released party and/or person.

(Please read carefully, fill in all blanks and initial each paragraph before signing.)

I, _____, hereby affirm that I have been advised and thoroughly informed of the

(PLEASE PRINT YOUR NAME)

inherent hazards of skin diving and scuba diving.

I **understand and agree** that neither Discovery Diving Co. Inc., the charter boats: Outrageous V, Sea Quest II, Captains Lady, Outrageous VI; nor any of their respective employees, officers, agents, or assigns, (hereinafter referred to as "Released Parties") may be held responsible in any way for any injury, death, or other damages to me and my family, heirs, or assigns that may occur as a result of my participation in this diving charter or as a result of any negligence, **WANTON or WILLFUL**, of a party, including the Released Parties, whether passive or active.

I **acknowledge** that I am a certified NITROX scuba diver trained in safe diving practices and am aware of the risks inherent in this sport and accept these risks.

I **also understand** that skin diving and scuba diving are physically strenuous activities and that while being physically fit I will be exerting myself, and that if I am injured in any way, that I expressly assume the risk of said injuries.

I **further save and hold harmless** the released parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in said charter(s) including both claims arising during the charter(s) or after said charter(s).

I **further state** that I am of lawful age and legally competent to sign this release, or that I have acquired the written consent of my parent or guardian.

Further, I understand that even following all appropriate dive practices, diving with NITROX air involves certain inherent risks; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the charter(s) may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still chose to proceed with said charter(s) in spite of the absence of a recompression chamber in proximity to the dive site.

I **further**, completely understand that by exceeding oxygen tolerance levels I may be subjected to central nervous system type or whole body type oxygen toxicity and that these, among other things, could lead to severe injuries, paralysis or even death.

In consideration of being allowed to participate in said charter(s), I hereby personally assume all risks in connection with said charter(s), for any harm, injury or damage that may befall me while I participating in said charter(s), including all risks connected therewith, whether foreseen or unforeseen.

I **affirm** 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 contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I **am aware** of the dangers of breath holding while diving, and I will not hold any of the Released Parties responsible if I am injured doing so.

I **am aware** that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold any of the Released Parties responsible for my failure to safely plan my dive and dive my plan.

I **will inspect** all of my equipment prior to the activity and will not hold any of the Released Parties responsible for my failure to inspect my equipment prior to the dive.

I **understand** that the terms herein are contractually binding and not a mere recital and that I have signed this document of my own free act.

IT IS MY INTENT TO EXEMPT AND RELEASE ALL RELEASED PARTIES, 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, AND FOREVER SAVE AND HOLD HARMLESS THE RELEASED PARTIES BY MY SIGNATURE OF THIS INSTRUMENT.

I HAVE READ, UNDERSTAND AND HAVE INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Individual

Date

Signature of Parent or Guardian(where applicable)

Date