



WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

— This form is to be used for Try Scuba Diving Training —

This is a legal contract, read carefully before signing.

Warning: Scuba activities can be dangerous. You can be seriously injured or die!

In consideration of permitting me to participate in the Try Scuba or Try Scuba Diving program I agree to the following:

By signing this document I understand and agree that scuba activities can be dangerous. I voluntarily assume all risks associated with swimming, snorkeling and scuba activities, including, but not limited to, pre-existing health issues leading to injury, drowning, panic, pressure related injuries, decompression sickness, over-expansion injuries, gas toxicities, injury from marine life, injury from boats, environmental factors which lead to injury, equipment problems leading to injury, buoyancy problems, poor judgment, along with other unforeseen risks. I understand the fact that these risks may cause me serious personal injury or death and I accept these risks, whether the risk is specifically stated or not, and I voluntarily choose to participate despite the risks.

I agree to be responsible for my own safety and well-being during all Try Scuba or Try Scuba Diving activities and instruction. I agree that it is my responsibility to be physically, medically and mentally fit to participate in all Try Scuba or Try Scuba Diving activities. I agree to be responsible for monitoring my gas consumption, including minimum safe gas amounts, decompression procedures and any contingency plan which may become necessary. I understand that this training does not guarantee my safety and does not guarantee certification.

I will not dive in conditions or at times that are beyond my abilities or comfort level and if conditions change while on a dive, become dangerous or are unplanned or cause me to feel uncomfortable, I will abort the dive immediately. Should I become ill or injured or uncomfortable in any way I will immediately advise my instructor and I will take action to address my condition. I understand that scuba activities will be conducted in remote sites, in time and distance, from medical care including a recompression chamber; I accept these risks and still choose to participate.

I agree that it is my responsibility to advise my family, heirs, assigns and beneficiaries that scuba activities are dangerous and I could be seriously injured or die while participating in scuba and I have advised them of these risks. I hereby agree that I, or my estate, shall be fully liable for any claim brought on my behalf by me, my family, estate, heirs, or others arising from my injury or death while participating in diving activities.

I AGREE TO RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE my instructor, instructional staff, dive center, dive boat, training facilities, training site, transporters, Scuba Schools International (SSI), and their owners, officers, directors, contractors, staff, agents, employees or volunteers (hereafter "Released Parties") from all liability to myself, my family, heirs, assigns and beneficiaries, for any risks that may arise, due to NEGLIGENCE, WHETHER FORESEEN OR UNFORESEEN, WHETHER CAUSED BY AN ACT AND/OR A RESULT OF AN IMPROPER ACT AND/OR AS RESULT OF NO ACTION, INCLUDING NEGLIGENCE OF MY OWN, ANY RELEASED PARTY OR OTHERS. I agree to release, waive, discharge, not sue, indemnify, save, and hold harmless the Released Parties, whether specifically named or not, for any and all claims, demands, damages, actions, cause of action and lawsuits of any nature by me, my estate, family, heirs, assigns or beneficiaries, for claims arising during the Try Scuba or Try Scuba Diving program.

I have read this Assumption of Risks and Liability Release document. I fully understand its terms and understand that I give up substantial rights by signing it, I am aware it is a contract and not a mere recital, I am aware of its legal consequences, and I am signing it of my own free will, voluntarily without inducement or duress, and I understand it is an unconditional complete release of all liability to the greatest extent provided by law. If any portion of this document is found to be unenforceable or invalid, the remainder of the document shall have full force and effect, furthermore, I agree to this document without modification of the printed text and without further assurances or warranties which would modify my understanding of the document. I have advised my family that I have given up their rights to sue and that I or my estate will be liable for any damages they may pursue against the Released Parties.

Participant (please print) _____

Participant Signature _____ Date _____

Address _____ City _____

State _____ Zip code _____ Telephone (_____) _____ - _____

E-Mail Address _____

Witness (please print) _____

Witness Signature _____ Date _____

Risk Awareness Video — Part I for Participants in the Try Scuba Program:

To be signed by participant after viewing RISK AWARENESS VIDEO — PART I and prior to any water work: *

Participant _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED)

Witness _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Risk Awareness Video — Part II for Participants in the Try Scuba Diving Program:

To be signed by participant after viewing RISK AWARENESS VIDEO — PART II and prior to open water scuba dives: *

Participant _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED)

Witness _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Risk Awareness Video — Part IV for children in either the Try Scuba or Try Scuba Diving Program:

To be signed by participant after viewing RISK AWARENESS VIDEO — PART IV for Children and prior to any water work: *

Participant _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED)

Parent/Guardian _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

Witness _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE REQUIRED) ▲ (DD / MM / YY)

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 Releasees. Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.*

Mother _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE) ▲ (DD / MM / YY)

Father _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE) ▲ (DD / MM / YY)

Guardian _____ Date _____
▲ Name (PLEASE PRINT) ▲ (SIGNATURE) ▲ (DD / MM / YY)

*** NOTE:** This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the guardian.