

Name: _____

GENERAL RELEASE FROM LIABILITY

In consideration of my participation in Aqua Tutus Dive Club (ATDC) activities, I hereby fully release and discharge ATDC, its officers, directors, members, course instructors, dive trip leaders, boat owners and skippers, drivers, agents, attorneys, and their heirs, successors and assigns (the "released parties"), from any present and future claims, actions and damages, of any kind and nature, including negligence, property damage, personal injury, or wrongful death, arising from my participation in ATDC related activities. This release includes, but is not limited to, all compensatory, non-economic, consequential, incidental, and punitive damages.

PLEASE READ AND INITIAL ON EACH LINE BELOW:

_____ I am aware that skin and SCUBA diving and underwater photography take place in unconfined waters such as oceans or lakes. Such waters are subject to current, waves, surge, cold, and wind and therefore can be hazardous activities. I am voluntarily participating in this activity with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of property damage, personal injury, and death.

_____ I understand that skin and SCUBA diving activities involve certain risks, including but not limited to, travel to and from the site of the activity, possible negligent or reckless conduct of other participants, serious injury or death resulting from drowning, near drowning, arterial air embolism, decompression sickness (DCS), collisions with boats, propellers, and vehicles, entanglement with kelp or fishing line, hypothermia, wave and surf-related injuries, and contact with dangerous marine life. I voluntarily assume and accept all of these risks.

_____ I understand that skin diving, SCUBA diving and underwater photography activities in which I participate may be conducted at sites that are remote from available medical assistance; and I accept the risk that medical assistance may not be readily available should I become injured.

_____ I understand and agree that if I choose to dive without a buddy or that if I leave my buddy, I assume all risks of injury or death resulting from that decision and hold the released parties harmless therefore.

_____ I agree to provide my own dive and related equipment for all ATDC activities and warrant and represent that such equipment is in good condition and adequately maintained according to manufacturer's recommendations, DOT regulations (for tanks), and generally accepted safe-diving practices. Underwater photography also includes substantial risk of property damage, including flooded cameras and strobes and other damage to camera and dive equipment.

_____ I represent that I am in good physical condition, that I have a valid and current certification from a generally recognized SCUBA diver certification agency; and that I follow safe diving practices at all times.

_____ I understand and agree that I have not compensated the released parties for any services. I further acknowledge that any person providing services to me in a ATDC sponsored event is an uncompensated volunteer. I understand and accept that the people providing such services are not doing so as professionals employed by the diving operator or owner or the judgment of any ATDC member concerning water conditions, the appropriateness of SCUBA diving in such conditions or the adequacy of my equipment made by anyone including the released parties.

_____ I acknowledge that I have not been charged for and that I have not paid for any boat trips on a vessel owned by the released parties. I further acknowledge and agree that neither ATDC, its officers, directors, members, course instructors, dive trip leaders, boat owners and skippers, drivers, agents are acting as demise bare boat charterers, tour operators, common carriers or travel agents concerning any multi-day boat trip or dive trip and that any services provided by the released parties are without compensation and for my accommodation only. I understand that no boat owned or operated by the released parties on which I may be allowed is a boat for hire.

_____ I agree to defend and hold harmless the released parties from any claim against them which may arise in whole or in part from my acts while participating in any ATDC activity.

_____ I agree that this GENERAL RELEASE OF LIABILITY release shall be binding not only on me, but on my heirs, executors, conservators, personal representatives, successors, agents, and assigns.

I HAVE READ THIS GENERAL RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES WHICH MAY BE AVAILABLE TO ME.

Name: _____ Date: _____

(Please sign on this line)

*(Print C-card number and
Certifying agency above)*

MINOR'S RELEASE

I, _____ *(print name)* the undersigned, am the parent and/or legal guardian of _____ *(Minor)* aged _____. I acknowledge that I have read the foregoing GENERAL RELEASE OF LIABILITY for and on behalf of the minor and hereby bind me, the minor, and our successors to its terms. I represent that I have the legal capacity and authority to sign on the minor's behalf and agree to indemnify, defend and hold the released parties harmless from any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity to act for the minor in signing this release.

Date: _____

(print name)

(signature)