

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, _____
Print name Address
_____, do state that:
City State Zip Phone #

I have been trained in the proper use of skin and scuba diving equipment and certified through:

Agency Name C-Card Number Date Certified

ASSUMPTION OF RISK AGREEMENT

I understand and am aware that skin and scuba diving are **HAZARDOUS** activities, and that there are also hazards associated with beach diving. I understand that these activities and the use of the scuba equipment involve a risk of injury to any and all parts of my body. Despite the risk of injury **I HEREBY AGREE TO FULLY AND EXPRESSLY ASSUME** any and all risks associated with the sport of skin and scuba diving. (Please initial _____)

I understand that safe practices for skin and scuba diving are my responsibility and include but are not limited to the following:

1. I should never skin or scuba dive while under the influence of alcohol or drugs, and I should never dive in conditions I do not feel comfortable in or that exceed my capabilities or my physical ability.
2. I should never dive alone or with a person I have not thoroughly discussed a dive plan with and each of us reviewed one another's diving equipment and emergency procedures before the dive. I also know that teams of three or more divers are not recommended.
3. I should always dive with: a buoyancy compensator that has a power inflation system; a regulator system which includes a depth gauge, a submersible pressure gauge, a timing device, an alternate or redundant air source.
4. I should adjust my weight system to maintain neutral buoyancy with no air in my buoyancy compensator at the surface of the water and position a weight belt to keep the quick release buckle at the front, centered and accessible at all times.
5. I should surface with at least 300-500 psi in my scuba cylinder(s) and never stay underwater until my breathing gas supply is exhausted.
6. Regardless of the type of breathing gas I am using, I should make all dives "no decompression dives", and be proficient with the use of a dive table and/or dive computer.
7. I understand that care must be exercised at all times while entering and exiting the water.
8. I know I should be aware of the known features of the dive site.
9. I am responsible for knowing and adhering to all fish and game regulations relating to any fish or game that I do take.

I acknowledge that I understand the importance and purpose of these safe practices and my responsibility to adhere to them.

RELEASE OF LIABILITY

To the fullest extent allowed by the law, **I AGREE TO RELEASE** Shark Bait Dive Club, Inc., the board of directors, any of their agents, members and any participating divemasters, **FROM ANY AND ALL RESPONSIBILITY OR LIABILITY** for any and all injuries or damages sustained by me or others during this activity. Furthermore, **I AGREE NOT TO SUE** or make a claim against any of the above parties for injuries or damages sustained by me or others during this activity. Also, **I AGREE TO RELEASE, HOLD HARMLESS, AND INDEMNIFY** the above parties from any and all liability for injuries whether it arises or results from their **NEGLIGENCE** or any other cause.

I am fully aware that diving with compressed breathing gas involves certain risks and that **INJURIES OR DEATH CAN OCCUR**. I further agree that if I am involved in an underwater accident that any participant may require that I be evacuated to a hyperbaric facility, that I am responsible for all associated expenses. I understand that any of these activities/dives may be conducted at remote locations and that a hyperbaric chamber may not be easily or readily accessible. Nonetheless, I choose to proceed with this activity.

This document is a legal binding contract which supersedes any other agreements or representations by or between the parties and is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. I understand and agree that this Agreement will be interpreted pursuant to California law. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. I understand that it is legally binding on me and my heirs and I sign it of my own free will.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT IF YOU DO NOT AGREE WITH ITS TERMS.

Signature: _____ Date _____

Signature of parent or guardian if diver is a minor: _____ Date _____