

Release of Liability/Assumption of Risk Agreement Form

CERTIFIED DIVERS

WAHOO DIVERS MALAGA

Please read carefully and fill in all blanks before signing.

Liability Release and Assumption of Risk Agreement Form

I, _____, hereby affirm that I am a certified scuba diver trained in safe dive practices and know that skin diving and scuba diving (hereinafter "Diving") have inherent risks which may result in serious injury or death.

I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the Diving activities will be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with these activities in spite of the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither _____, nor the dive professional(s) who may be present at the dive site, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur during Diving activities as a result of my participation in Diving or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for Diving. I further state that I am not under the influence of alcohol or any drugs that are contraindicated 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 understand that Diving is a physically strenuous activity and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s). I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

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I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE _____, THE DIVE PROFESSIONAL(S), AND ALL RELATED ENTITIES AS DEFINED ABOVE 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 HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? NO YES Policy Number _____