

“Try Diving” Release of Liability/Assumption of Risk

I, the undersigned, hereby affirm that I am aware that skin and scuba diving have inherent risks that may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. I further understand that this program may 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 this program in spite of the absence of a recompression chamber in proximity to the dive site. I understand and agree that neither the dive professionals conducting this program, nor the facility through which this activity is conducted, Just Add Water, nor any of their respective employees, officers, agents or assigns (hereinafter referred to as “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 as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the academics, confined water and/or open water activities.

I understand the Try Diving Event is a program developed and used by Just Add Water and not PADI. I hereby release and hold harmless the Try Diving Event and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

I understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program and that if I am injured as a result of heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindications to my participation in the program. I affirm that I am not currently suffering from a cold or congestion, or have an ear infection. I affirm that I do not have a history of seizures, dizziness or

fainting, or a history of a heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

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 I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I understand that the terms herein are contractual and not a mere recital and that I have signed this Release 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, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, AND ALL RELATED ENTITIES AND RELEASED PARTIES 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date

Parent/Guardian Signature

Date

If the participant is under the age of 18, then the parent or guardian must sign this contract and agree to be legally bound by it and furthermore be legally responsible for the minor participant, including being responsible for all damage, injury or death which may occur as a result of the minor's participation in diving activities. The parent or guardian's hereby agrees to be fully responsibility to the released parties for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.

Participant Contact Information

FIRST NAME	MIDDLE INITIAL	LAST NAME	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	DATE OF BIRTH (MM/DD/YYYY)
STREET ADDRESS OR PO BOX (LINE 1)		ADDRESS (LINE 2)		
CITY	STATE/DISTRICT/PROVINCE	ZIP/POSTAL CODE	COUNTRY	
MOBILE PHONE NUMBER		E-MAIL ADDRESS		
EMERGENCY CONTACT NAME		EMERGENCY CONTACT PHONE		