

Channel Islands Scuba Dive Team

Waiver and Release of Liability

Assumption of Risk and Indemnity Agreement



(event, activity, or trip name, location, date)

In consideration for permitting me, _____, to participate in snorkeling/scuba diving activities and related operations conducted by **Channel Islands Scuba & CIS Dive Team**, I, for myself, my personal representatives, heirs and next of kin hereby acknowledge that Snorkeling / Scuba Diving is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage. I further acknowledge that diving with compressed air involved certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance of travel. I understand that the diving activities described above may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I hereby release, waive, discharge and agree not to sue **Channel Islands Scuba, CIS Dive Team, their facilities, the dive leader, or any of its officers, instructors, agents or employees (the Releasees)** from all liability to myself, my personal representatives, assigns, heirs, and next of kin for any all loss or damage, and any claim or demands therefor on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, or any other related operations that may occur, whether caused by the negligence of the Releasees or otherwise.

I hereby assume full responsibility for any risk of bodily injury, death or property damage, now and forever, arising out of or related to participation in said activities, or any other related operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise, I hereby separately agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in said activities, or any other related operations, whether caused by the negligence of the Releasees or otherwise.

I hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

A Note on Safety and Liability

Diving, boating, and related activities present inherent, substantial risks to participants, including risk of severe injury and death. TEAM events may take place at a substantial distance from facilities providing medical treatment or rescue services. Every TEAM member is expected to take full responsibility for their physical and mental health, insurance coverage, and compliance with standard safety rules and every personal decision relating to said activities in which they engage. Only you can decide when and where you dive.

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I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in the activity of snorkeling or scuba diving and related operations.

Print Name: _____ Date: _____

Signature: _____

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 liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releasees. Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities with the dive leader prior to commencement of the minor child's snorkeling or scuba activities.

Guardian Print

Name: _____ Date: _____

Guardian

Signature: _____