

EXPLORERS DIVE CLUB, INC.
RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND ASSUMPTION
OF RISK AGREEMENT

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

Initial each numbered section to which you agree. Print the word "VOID" in the space provided for initials if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement.

1. For and in consideration of permitting my participation in EXPLORER DIVE CLUB, INC. sponsored diving activities including without limitation, scuba diving, skin diving, snorkeling, boat dives, shore dives, pool dives, training dives, boat travel and travel to the dive site and/or boat location, I _____ voluntarily release, discharge, waive and relinquish THE EXPLORERS DIVE CLUB, INC. and/or its officers, dive masters, trip leaders, members, agents and/or servants from any and all actions or causes of action for personal injury, property damage and/or wrongful death or otherwise occurring to me as a result of the aforesaid activities or any activities incidental thereto, whenever, wherever and however the same may occur.

(Initials _____)

2. I further agree that under no circumstances whatsoever will I or my heirs, executors, administrators, successors and/or assigns prosecute any claim for personal injury, property damage and/or wrongful death or otherwise against THE EXPLORERS DIVE CLUB, INC. and/or its officers, dive masters, trip leaders, members, agents and/or servants for any said causes of action, whether same shall arise by the negligence of said organization and persons or otherwise.

(Initials _____)

3. I assume all risks out of or pertaining to my participation in diving activities, and enter into this Agreement with the express intention of releasing THE EXPLORERS DIVE CLUB, INC. and/or its officers, dive masters, trip leaders, members, agents and/or servants from any and all liability for personal injury, property damage, wrongful death and/or otherwise caused by negligence or otherwise.

(Initials _____)

4. I, for myself and for my heirs, executors, administrators, successors and assigns, agree that in the event that any claim for personal injury, property damage, wrongful death and/or any other claim to me or my property has been brought, I will indemnify and hold harmless THE EXPLORERS DIVE CLUB, INC. and/or its officers, dive masters, trip leaders, members, agents and/or servants from any and all claims of action whenever, wherever and by whomever made for personal injury, property damage, wrongful death and/or otherwise.

(Initials _____)

5. I am a certified diver and have been taught and understand that scuba diving has inherent risks and dangers associated therewith including, but not limited to, decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of breathing gas supply, becoming lost or disoriented at depth, becoming entangled or trapped by objects on the sea floor or wreck, onset of sudden illness at depth, strong current, poor visibility, oxygen

poisoning and/or other perils which could cause injury, sickness and/or death AND I SPECIFICALLY ASSUME SUCH RISKS. I also understand that breathing gas other than air, diving deeper than 130 feet, and conducting dives requiring mandatory decompression, increases these inherent risks.

(Initials _____)

6. I am physically fit for diving activities and I will not hold THE EXPLORERS DIVE CLUB, INC. and/or its officers, dive masters, trip leaders, members, agents and/or servants should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems, which might occur while participating in diving activities.

(Initials _____)

7. I fully understand that it is my responsibility to make my heirs, executors, administrators, successors and assigns aware, as I am, that scuba diving has inherent risks and dangers associated therewith and to accurately portray to them the risk of my injury, sickness and/or death.

(Initials _____)

8. I have read and understand the foregoing eight (8) numbered sections inclusive of this one in their entirety. I agree to the terms and conditions of each of the initialed, numbered sections above on behalf of myself, my heirs, executors, administrators, successors and/or assigns.

(Initials _____)

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO GIVE UP MY RIGHT AND THE RIGHT OF MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND/OR ASSIGNS TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE EXPLORERS DIVE CLUB, INC. AND/OR ITS OFFICERS, DIVE MASTERS, TRIP LEADERS, MEMBERS, AGENTS AND/OR SERVANTS, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO RELEASE THE EXPLORERS DIVE CLUB, INC. AND/OR ITS OFFICERS, DIVE MASTERS, TRIP LEADERS, MEMBERS, AGENTS AND/OR SERVANTS AND TO INDEMNIFY AND HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH OR OTHERWISE BY ANY CAUSE WHATSOEVER AND I AGREE TO ASSUME ALL RISK IN CONJUNCTION WITH MY DIVING ACTIVITIES.

Name (please print): _____

Signature: _____ Date: _____

Witness (please print): _____

Witness: _____ Date: _____

Parent or Guardian if minor: _____ Date: _____