

LIABILITY RELEASE FOR SUPERVISION OF CERTIFIED DIVERS/SNORKLERS

THIS IS A RELEASE OF YOUR RIGHT TO ENGAGE IN ANY LEGAL ACTION INVOLVING TECHNICAL DIVING SERVICES EZ. AND/OR IT'S PARENT COMPANY OR ANY SISTER SUBSIDIARIES (HEREAFTER REFERRED TO AS "TDS") OR ANY OF ITS EMPLOYEES, AGENTS AND ASSIGNS FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING THE FORTHCOMING DIVE, SNORKEL AND/OR WATERSPORTS ACTIVITY (INCLUDING BOAT TRANSPORTATION) AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SUCH ACTIVITY OR AS A RESULT OF NEGLIGENCE.

(Place your initials next to each of the following sections)

- ____ 1. I acknowledge that I am a certified diver trained in safe diving practice.
- ____ 2. I am aware of the risks inherent in the sport and accept these risks.
- ____ 3. I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor under the influence of drugs that are contra-indicatory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under influence of the medication/drugs.
- ____ 4. I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold "TDS" or any of its employees, agents or assigns responsible if I am injured as a result of heart, lung, ear or circulatory problems or other illnesses that occur while diving and/or snorkeling.
- ____ 5. I also understand that scuba diving/snorkeling is a physical strenuous activity and that I will be exerting myself during this diving excursion, and 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 "TDS" or any of its employees, agents or assigns responsible for the same.
- ____ 6. I am aware of dangers of breath holding while scuba diving, and will not hold "TDS" or any of its employees, instructors, certified assistants, boat operators or diver training agencies responsible if I am injured doing so.
- ____ 7. I understand that even though I follow all the appropriate dive practices, there is still some risk of me sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries
- ____ 8. I am aware that I will be diving with a buddy, and it will be our responsibility to plan a dive allowing for our limitations and prevailing water conditions. I will not hold "TDS" responsible for my failure to safely plan my dive.
- ____ 9. I will inspect all of my equipment prior to the activity and will notify "TDS" or its employees if a piece of my equipment is not working. I will not hold "TDS" or any of its employees, agents or assigns responsible for my failure to inspect my equipment prior to diving.
- ____ 10. I understand that on an open-water diving trip, I will be at a remote site and that there will not be immediate medical hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.

____ 11. **IT IS THE INTENTION OF (print name) _____ BY THIS INSTRUMENT TO EXEMPT "TECHNICAL DIVING SERVICES" AND ITS OFFICERS AND EMPLOYEES, AGENTS AND ASSIGNS AS DEFINED ABOVE FROM LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

EQUIPMENT: I hereby accept the equipment in the condition as is. I acknowledge having examined the equipment and satisfied myself that it is in good order and working condition. "TDS" accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of said equipment is at my own risk. I shall return the same in good order and working condition and shall be financially liable for any deviations from there.

RELEASE OF LIABILITY: I fully understand that scuba diving, snorkeling or other water sports activity (including boat transportation) is my own risk and I hereby release "TDS" and its officers and employees, agents or assigns, and save them harmless from all claims, loss, damage, injury and liability arising from any injury and/or illness sustained by me while engaged in diving, snorkeling or any water sports, caused or occasioned by reason of the perils or dangers by the sea or by reason of the act, omission, negligence, or default of any other diver or divers, snorkeler or snorkelers, person or persons engaged in watersports or as a consequence of illness or disease or disability which renders such person or persons unfit for diving, snorkeling, or any watersports.

I have read, fully understood and agreed to the printed conditions of this Release and Waiver and hereby waive for myself, my heirs, executors and administrators any claims and demands of whatsoever nature against "TDS" or any of its employees, agents or assigns, arising hereunder, and do hereto affix my signature.

Signature of Diver/Snorkeler: _____ Date : _____

Signature of Parent or Guardian _____

Signature of Witness: _____