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LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR DIVING

THIS IS A RELEASE OF YOUR RIGHTS TO SUE DOUBLE ACTION DIVE CHARTERS, LLC, DIVE RIGHT IN SCUBA, INC., AND/OR ANY OF ITS OWNERS, EMPLOYEES, AGENTS AND ASSIGNS AND VOLUNTEERS, THE VESSEL (*Alma/Go Between/SeaQuest II/Reel Therapy*), THE OWNER(S) OF THE VESSEL¹, THE CAPTAIN AND CREW OF THE VESSEL AND ALL ASSOCIATED ENTITIES ("Released Parties") FOR PERSONAL INJURIES, WRONGFUL DEATH OR PROPERTY DAMAGE THAT MAY OCCUR DURING YOUR FORTHCOMING DIVE ACTIVITIES/TRIP AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING/TECHNICAL DIVING.

I, _____ (print name), hereby affirm that I am a certified scuba diver and I have been advised of and fully understand the inherent hazards of scuba diving/technical diving (including semi-closed or closed circuit rebreather diving) activities. My participation in these activities is entirely voluntary. I have received scuba diving certifications from the following training agencies: _____, and I hold training to the level of _____. I am aware of the required certification level and/or experience necessary and recommended to enroll in this diving activity and I stipulate that I meet those requirements for prior certification or equivalent experience. I have been a certified diver since _____ and have been diving for _____ years for a total of _____ dives to a maximum depth of ____ ft.

Please initial the following paragraphs:

_____ Based on my training and experience, I understand that the inherent risks of scuba diving include, but are not limited to: pre-existing health issues leading to injury, drowning, panic, pressure related injuries, decompression sickness, over-expansion injuries, embolism, gas toxicity, injury from marine life, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, becoming lost or disoriented at depth, environmental factors which lead to injury, equipment problems leading to injury, buoyancy problems, fire and/or explosive hazards, improper dive planning, improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide medical assistance), poor judgment, along with other unforeseen risks; all of which can result in serious injury, drowning and/or death. I understand that diving with compressed air, oxygen enriched air, or other gas blends including oxygen supplied by standard open circuit scuba, semi-closed or fully closed circuit rebreathers, involves certain inherent risks including oxygen toxicity, hypoxia, hypercapnia, inert gas narcosis, and/or improper mixtures of breathing gas.

_____ I understand that the dives will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities, and that proper medical care may not be available to me. Nevertheless, I still choose to proceed with the dives. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such scuba/technical dive(s).

_____ I agree to save, defend, indemnify and hold harmless the Released Parties from any claim or lawsuit by me, anyone acting on my behalf, my family, my estate, heirs or assigns arising directly or indirectly out of my participation in scuba/technical diving activities.

_____ I am physically fit for scuba diving/technical diving and I will not hold any of the Released Parties responsible should I be injured as a result of problems associated with the respiratory and/or circulatory systems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat. If I answer YES to any of the questions in the attached Medical Statement, I understand and agree that I will be required to undergo a diver's medical examination and will not participate in diving activities unless I receive written clearance by a licensed physician familiar with diving-related ailments and hyperbaric medicine (please see the attached form for more details).

_____ I understand that scuba diving may cause physical strain or exertion not necessarily experienced in non-diving situations, and that I assume all risk for and will not hold the Released Parties responsible for any injuries or medical condition attributable to such physical strain and exertion or otherwise, including, but not limited to heart attack, panic, hyperventilation, drowning or other injuries.

_____ I understand that travel by boat involves certain inherent risks, including adverse weather and surface conditions, fire, incapacitation of the vessel, falling, drowning, and that I could be injured as a result of being a passenger on a vessel, including cuts, sprains, burns, broken bones and other injuries resulting from common occurrences at sea or on the water.

¹ The vessels *Alma*, *Go Between* and *SeaQuest II* are owned by Double Action Dive Charters, LLC. *Reel Therapy* is owned by Dan Homick.

