



International Training

UNCONDITIONAL AND FULL GENERAL LIABILITY RELEASE - READ CAREFULLY

Directions: Please read this document carefully because signing it indicates you are waiving certain legal rights, including the right to pursue personal injury negligence claims against the released parties. If you have any questions, ask any member of the support staff, or an attorney, before signing to signify your understanding. Please print when filling in the blanks and before signing your name at the end of this waiver.

I, (Print name clearly) _____ hereby affirm that I have been thoroughly informed of the risk involved with any freediving/breath-hold diving activity, for the course of (specify course) _____.

I understand that freediving/breath-holding underwater and related activities are inherently dangerous and involve risks of serious injury or death, including but not limited to hypoxia, anoxia, brain damage, marine life injuries, perils of the sea, barotrauma, shallow water blackout, head injury, broken bones, injuries incurred while entering and exiting the water, 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), hyperbaric injuries and drowning along with other unforeseen risks. I understand treatment of a freediving/breath-hold diving injury may require immediate medical attention and/or hyperbaric oxygen therapy. I understand that the training dives for this freedive/ breath-hold activity may be at a location that is remote, either by time, distance, or both, from medical care and/or a medical facility. I still voluntarily choose to participate in freedive/breath-hold activities in spite of the risk to me. I agree that I will never freedive/breath-hold dive alone; I will always freedive under the direct supervision of an equally trained and qualified buddy at all times.

In consideration of being allowed to participate in freediving/breath-holding activities, I understand and agree that neither Performance Freediving International (PFI) nor the officers, directors, shareholders, affiliated companies, employees, agents, volunteer(s) or assigns of the above listed entities and/or individuals, nor the authors of any materials including texts and tables expressly used for training and certification (hereinafter referred to as "Released Parties"), will be held liable or responsible by me or my heirs or assigns in any way for any injury, death, or other damages to myself, my family, heirs or assigns or my property that may occur directly or indirectly as a result of my participation in freedive\breath-hold activities AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE;

nor my Instructors: _____;

nor others: _____;

nor Facility: _____.

I agree to release and hold harmless the Released Parties from any and all claims, lawsuits demands, damages, actions, causes of action, suits in equity of whatever kind or nature by myself, my family, estate, heirs or assigns, arising out of my participation in this freedive/breath-hold activity, including any and all claims arising during or after I complete the freedive/breath- hold training and activities, EVEN IF MY INJURY OR DEATH IS DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES.

I understand that freediving/breath-holding and related activities are physically strenuous and that I will be exerting myself during this freedive/ breath-hold activity, and I expressly assume the risk of any and all injuries, and I will not hold the Released Parties responsible if I am injured as a result of heart attack, panic, hypoxia, hyperventilation, oxygen toxicity, decompression illness, gas embolism, drowning or any other cause of injury or death not specifically stated herein EVEN IF MY INJURY OR DEATH IS DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES.

I am aware of the prerequisite skill level and/or equivalent diving experience necessary to participate in freedive/breath-hold activities, and I affirm that I meet these requirements. I understand that I am responsible for supplying and maintaining my freediver/breath-hold diving equipment in proper operating condition, regardless of where I obtained it or from whom. I understand that all the terms herein are contractual, they are not a mere recital, and I am signing this document of my own free act and in so doing, I AM VOLUNTARILY WAIVING AND RELEASE ALL OF MY LEGAL RIGHTS TO SUE THE RELEASED PARTIES FOR ANYTHING RELATED TO THEIR NEGLIGENCE IN CONJUNCTION WITH FREEDIVING/ BREATH-HOLDING TRAINING AND RELATED ACTIVITIES TO THE HIGHEST DEGREE ALLOWED BY A COMPETENT COURT OF PROPER JURISDICTION WHETHER IN LAW OR EQUITY.

In consideration of being allowed to participate in this freedive/breath-hold dive activity, I hereby personally assume all known and unknown risks in connection with freediving/breath-holding activities, for any harm, injury, or damage that may befall me while I am participating in this freedive/ breath-hold diving, including all risks of injury or death connected therewith, whether foreseen or unforeseen.

I further agree that if I or my heirs breach this Agreement by filing an action against the Released Parties I waive any right I may have to a trial by jury and that any claim shall be brought no later than one (1) year from the date of accident, incident or occurrence upon which the lawsuit or other claim for relief is brought.

I state that I am of lawful age and legally competent to sign this liability release, or that I have the written consent of my parent or legal guardian to engage in this freedive/breath-hold activity under the conditions of this release as stipulated by their signature below.

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It is my intention by signing this written document to waive and release all of the Released Parties, from all liability whatsoever for personal injury, property damage or wrongful death to me, however caused, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS FULL, GENERAL LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY HEIRS AND MYSELF.

ACKNOWLEDGMENT OF PRIOR CERTIFICATION AND EXPERIENCE

I state that I am already a qualified and certified freediver through the following training agencies _____ and that I hold training to the level of _____. I have been a certified freediver since _____ and have been freediving for _____ years for a total of _____ freedives to a maximum depth of _____ M/F.

This document is required to be completed and signed for all courses and taught under sanction by Performance Freediving International. No alterations, changes, omissions or revisions may be made.

Participant name (print): _____
Last / Family / Surname First / Given Initial

Participant signature: _____ Date: _____
Day / Month / Year

Parent/Legal Guardian name (if under 18 years of age) print): _____
Last / Family / Surname First / Given Initial

Signature of Parent/Legal Guardian: _____ Date: _____
Day / Month / Year

Witness signature: _____ Date: _____
Day / Month / Year