

## International Training

## GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

## **Directions:** Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.

For First Aid, Oxygen Administration, Bloodborne Pathogens, CPR, and AED Courses.

I, \_\_\_\_\_\_, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of Lay Rescuer first aid, oxygen administration, bloodborne pathogens, cardiopulmonary resuscitation (CPR), and automatic external defibrillator (AED) activities and participation in these courses. Hereinafter know as "first aid courses".

Further, I understand that working with pressurized cylinders (oxygen cylinders), first aid supplies, cutting devices, razors, performing chest compressions, and working with simulated victims, involves certain inherent risks including, but not limited to, bodily injury, blunt trauma, back injury, cuts, and allergic reactions. Such injuries can occur that require treatment by a trained medical professional or medical facility. I further understand that these courses can be at remote sites, and isolated by time and distance, from such trained medical professional or medical facility. I still choose to proceed with such courses in spite of the absence of a trained medical professional or medical facility in proximity to the training location.

- I understand and agree that neither the instructor \_, nor any of the respective employees, officers, agents or assigns of Great Things Adventures Inc., DBA Florida Dive Company, or International Training (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my estate, family, heirs, or assigns that may occur as a result of my participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in this activity I hereby personally assume all risks in connection with said activity, for any harm, injury, death or damage that may befall me while I am a participant including all risks connected therewith, whether foreseen or unforeseen. I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation including claims arising during this activity even if such claims may be groundless, false or fraudulent. I also understand that first aid courses are physically strenuous and that I will be exerting myself and that if I am injured as a result of exertion, heart attack, panic, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me. I understand that may training prepares me to provide lay rescuer care in the event of an emergency. This training is consistent with lay rescuer guidelines and must be refreshed every two years. I further understand that providing first aid in an emergency situation can be dangerous and expose me to blood our other bodily fluids which could lead to potential illness. To minimize this potential exposure I should use the appropriate barrier devices. I understand that I may be supplied with certain items of first aid equipment and that I am responsible for reviewing its proper function and operating condition prior to using it.
- \_\_\_\_\_I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
- \_\_\_\_\_I agree that all terms of and any disputes relating to this agreement shall be governed by the laws of the State of Florida, USA.
- I agree that if I choose to breach this agreement by bringing a lawsuit or other claim for damages or injunctive relief of any kind, that the U.S. District Court for the Southern District of Florida shall have exclusive jurisdiction over any such matter. I further agree that I waive any right I may have to a trial by jury and 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 understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF \_\_\_\_\_\_\_BY, THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUC-TORS ASSISTANTS, \_\_\_\_\_\_THE BUSINESS, \_\_Florida Dive Company\_\_\_\_\_), AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BE-HALF OF MYSELF AND MY HEIRS.

## No alterations, changes, omissions or revisions may be made.

Signature of Student/Participant (where applicable)	_Date:/_/_//
Signatures of Parents or Guardians	_Date://///
Witness Signature	Date: / / / / / _ / / / / Year

v1019