

Last Name: _____

First Name: _____

Address: _____

Phone: _____

EMAIL ADDRESS (required please): _____

Release and Assumption of Risk for Certified Divers

This is a waiver and release of all your legal rights to sue Low Key Watersports, Inc., Ringo Leasing, vehicles and vessels, Savannah's Boutique, Still Waters, International PADI Inc., Scuba diving agencies, all officers, shareholders, independent contractors or their employees, officers, agents, instructors, certified assistants, volunteers, affiliates or assigns ("Released Parties") for personal injury, property damage, or wrongful death as a result of you participating in SCUBA diving, snorkeling and/or related activity. Your waiver and release applies even if any injury you sustain is as a result of the negligence of any of the foregoing Released Parties, or as a result of any risk of injury you may have been exposed to whether foreseen or unforeseen, caused by the negligent act or failure to act on the part of any of the Released Parties.

Name: _____.

Please place your initials next to each of the following items:

- ____ 1. I acknowledge that I am a certified SCUBA diver trained in safe diving practices. 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 legal guardian.
- ____ 2. I am aware of the risks inherent in this 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 any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to SCUBA dive while under the influence of the medication/drugs.
- ____ 4. I am aware of the dangers of breath holding while SCUBA diving and I will not hold Low Key Watersports, Inc., nor the Dive Supervisor, nor any of the Released Parties responsible.
- ____ 5. I am aware that I will be diving with a buddy and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the above listed Released Parties responsible for my failure to safely plan my dive.
- ____ 6. I will inspect all of my equipment prior to the activity and will notify the above Released Parties if any of my equipment is not working properly. I will not hold the above listed Released Parties responsible for my failure to safely plan my dive.
- ____ 7. I acknowledge that I am physically fit to SCUBA dive/snorkel, and I will not hold the above Released Parties responsible if I am injured as a result of heart, lung, ear, circulatory problems, or other illnesses that occur while SCUBA diving and/or snorkeling.
- ____ 8. I understand that even though I follow all the appropriate SCUBA diving practices, there is still a risk of my sustaining decompression sickness, embolism, or other hyperbaric injuries, and I expressly assume all the risk of said injuries.
- ____ 9. I also expressly assume the risk and accept all responsibility to plan my dive and dive my plan.
- ____ 10. I also understand that SCUBA diving/snorkeling is a physically strenuous activity and that I will be exerting myself during this SCUBA diving/snorkeling excursion, and then if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed Released Parties responsible.
- ____ 11. I also understand that on this open-water SCUBA diving trip I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of SCUBA diving in such a remote location.
- ____ 12. The undersigned hereby acknowledges that they were informed that the SCUBA diving instructor by whom they will be accompanied or instructed is an independent contractor. As an independent contractor the dive instructor is not an employee nor an agent of Low Key Watersports, Inc. Therefore, Low Key Watersports, Inc. does not direct the dive instructor's activities and is not responsible for the dive instructor's acts or failure to act.
- ____ 13. I, _____, have agreed by virtue of my signature to this instrument to waive, release, and exempt all Released Parties from any and all liability whatsoever, whether foreseen or unforeseen, for one or more personal injury, property damage or wrongful death caused by the negligent act or failure to act of any of the Released Parties. I further acknowledge that I have agreed to assume all of the risks that I may be exposed to be virtue of my participating in SCUBA diving, snorkeling, and related activities. I further save and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns arising out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS INFORMATION AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Diver

Date

Certification Organization and Certification Number: _____

Minor Release-Signature of Parent or Legal Guardian: _____