

Liability Release and Express Assumption of Risk for Technical Diving

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, _____, HEREBY DECLARE THAT I AM A CERTIFIED (Participant) SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES INCLUDING THE USE OF NITROX, AND AM AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING.

_____ I further state that I am an experienced diver and have been certified by the following training organization(s): _____, _____, _____, and that I am aware of the required certification or equivalent experience required to participate in technical diving activities. I have been a certified diver since _____, and have been diving for _____ years, with a total of approximately _____ dives, to a maximum depth of _____ metres/feet (circle one).

_____ I further declare that I have been advised and thoroughly informed of the inherent hazards of participating in technical and recreational scuba diving activities, and in consideration of being allowed to participate in this activity, I hereby assume all risks in connection with said activity, for any harm, injury or damage that I may suffer while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further declare that I am properly trained, thoroughly informed, and completely understand the inherent hazards of Technical Scuba Diving activities, including the risk of serious injury or death. Further, I understand that diving with compressed air, oxygen-enriched air (nitrox), trimix, and 100 percent oxygen involves certain inherent risks that include but are not limited to: decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries, fire and/or explosion hazards, and barotrauma or hyperbaric injuries which can occur and require treatment in a recompression chamber. I further understand that Technical Scuba Diving activities may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to participate in such Technical Scuba Diving activities, despite the possible absence of a recompression chamber in proximity to the dive site.

_____ I further declare that I understand Technical Diving involves risks which exceed those encountered in recreational scuba diving. These risks may include but are not limited to: depths which exceed the limits of recreational diving; decompression procedures; over-head environments and/or the risk of entanglement which may prevent direct ascent to the surface in the event of an emergency; sudden loss of visibility; necessity for computing both nitrogen and oxygen loading to plan dives; and the need for specialized training, equipment, and planning for different types of Technical Scuba Diving. I understand that Technical Scuba Diving may involve a greater risk of serious injury or death than recreational scuba diving, and I assume the risk of this activity.

_____ I understand that **I AM SOLELY RESPONSIBLE FOR ENSURING MY OWN SAFETY DURING PARTICIPATION IN THIS ACTIVITY** and agree that: 1) the facility(ies), organization(s) Blue O2 Ltd, Blue Melody Company, Blue Horizon Company, the vessel, _____, Technical dive guides, _____, _____, or supervisory personnel offering this activity, _____ or their employees; 2) the organizers or promoters of this event; 3) Diving Science and Technology Corp. (DSAT); and 4) PADI Americas, Inc. (PADI), its affiliate or subsidiary corporations, any of their respective employees, officers, agents or assigns (1 through 4 hereinafter referred to as "Released Parties"), may not be held liable or responsible in any way for any injury, death or other damages to me or my 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.

_____ I declare that I am in good mental and physical fitness for diving, that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking any medication, I declare that I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs.

_____ I understand that all types of scuba diving, including Technical Diving, are physically strenuous activities and that I will be exerting myself during this activity; and if I am injured as a result of heart attack, panic, hyperventilation, etc. that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I will inspect all of my equipment prior to every use during this activity, ensuring that I have all necessary equipment, and that it is functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

_____ I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written content of my parent or guardian. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

_____ I understand and agree that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act after reading and understand the entire Liability Release and Assumption of Risk Agreement. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, by this instrument agree to exempt and release the Released Parties from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the released parties, whether passive or active.

(Date) (Signature of Participant)

(Date) (Signature of Parent or Guardian if applicable)

(Date) (Witness)