

Adventure Dive and Travel, LLC

## LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

### **PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING**

I, (print name) \_\_\_\_\_, hereby affirm that I am voluntarily engaging in the recreational activities planned for my trip to:

(destination) \_\_\_\_\_, which activities may include, but are not limited to hiking, biking, scuba diving, snorkeling, boating, horseback riding, zip-lining, skiing, snowboarding, rafting, climbing, animal viewing, travel on public or private transportation, and any other activities I engage in. If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor and I acknowledge the inherent extreme risks in scuba diving and all other activities. I realize that those risks include, but are not limited to falling, drowning, decompression illness, air expansion increase, slipping or falling while on board a boat, injuries sustained during a vehicle accident, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, other perils of boating, equipment failure, bad decision-making, animal attacks, inattentive dive partners and inattentive traveling companions. I understand that there are unforeseeable, freakish accidents and I assume all risks associated with such accidents, even though I cannot foresee them. I further affirm that I am thoroughly familiar with the hazards of boating, whether or not said boating involves scuba diving or snorkeling activities. By signing this release, I certify that I am fully aware of and expressly assume all risks involved in hiking, biking, scuba diving, snorkeling, boating, rafting, horseback riding, climbing, animal viewing, zip-lining, and any other activities I engage in. \_\_\_\_\_(initial)

I understand and agree that neither Adventure Dive and Travel, LLC, Kenneth Brittin, Mark Dugger, Jeffrey Fafoglia, Robert Fafoglia, Steven Fafoglia, Terry Farris, Steven Longhta, Richard Meyerholz, Kraig Osborne, International PADI, Inc., nor the owners, officers, employees, agents or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs or assigns that may occur as a result of my participation in this trip or as a result of negligence of any party, including the Released Parties, whether passive or active. \_\_\_\_\_(initial)

I also understand that hiking, climbing, swimming, skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during them, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning, animal attack or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. \_\_\_\_\_(initial)

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in the recompression chamber. I further understand that the open water diving trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber.

AD&T  
Assumption of Risk

I still choose to proceed with such dives in spite of the possible absence of recompression chamber in proximity to the dive site. \_\_\_\_\_(initial)

I further state that I understand I am fully responsible and liable for any personal injury, property damage, wrongful death or other damage caused by my actions, directly or indirectly. \_\_\_\_\_(initial)

I further state that I am of lawful age and legally competent to sign this liability release or that I have obtained the written consent of my parent or guardian. \_\_\_\_\_(initial)

By this instrument, I do hereby exempt and release all the above listed entities and/or individuals from all liability and responsibility for personal injury, property damage or wrongful death however caused, including, but not limited to, product liability or the negligence of the released parties, whether passive or active. \_\_\_\_\_(initial)

I acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to this trip and activity(ies), am fully aware of the legal consequences of signing this instrument and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals, whether specifically named or not, for personal injury, property damage or wrongful death caused by negligence or product liability. \_\_\_\_\_(initial)

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree 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. \_\_\_\_\_(initial)

I, (participant name) \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE ADVENTURE DIVE AND TRAVEL, LLC, KENNETH BRITTIN, MARK DUGGER, JEFFREY FAFOGLIA, ROBER FAFOGLIA, STEVEN FAFOGLIA, TERRY FARRIS, STEVE LONGHTA, RICHARD MEYERHOLZ, KRAIG OSBORNE, AND INTERNATIONAL PADI, INC., ALL 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.

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

Participants Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian Signature (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CEL PHONE: \_\_\_\_\_