



## REBREATHER DIVER ADDENDUM

THIS IS AN ADDENDUM TO THE LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR DIVING WHICH IS RELEASE OF YOUR RIGHTS TO SUE DOUBLE ACTION DIVE CHARTERS, LLC, DIVE RIGHT IN SCUBA, INC., AND/OR ANY OF ITS OWNERS, EMPLOYEES, AGENTS AND ASSIGNS AND VOLUNTEERS, THE VESSEL (*Alma/Go Between/SeaQuest II/Reel Therapy*), THE OWNER(S) OF THE VESSEL, THE CAPTAIN AND CREW OF THE VESSEL AND ALL ASSOCIATED ENTITIES (“Released Parties”) FOR PERSONAL INJURIES, WRONGFUL DEATH OR PROPERTY DAMAGE THAT MAY OCCUR DURING YOUR FORTHCOMING DIVE ACTIVITIES/TRIP AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH REBREATHER DIVING.

I, \_\_\_\_\_ (print name), hereby affirm that I am a certified rebreather diver and I have been advised of and fully understand the inherent hazards of semi-closed or closed circuit rebreather diving activities. My participation in these activities is entirely voluntary. I affirm that I have been a certified rebreather diver since \_\_\_\_\_ and have been rebreather diving for \_\_\_\_\_ years for a total of \_\_\_\_\_ dives to a maximum depth of \_\_\_\_\_ ft. on the following rebreather(s) \_\_\_\_\_ and hold a training level of \_\_\_\_\_ by successfully completing instructional course(s) approved by the manufacturer of the rebreather(s).

Please initial the following paragraphs:

\_\_\_\_\_ I affirm that, if I use rebreather equipment on this trip, I have the responsibility to always follow my unit-specific training and adhere to the safe diving procedures taught in my certification course(s), including, but not limited to: using and following unit-specific checklists, set points, pre-dive and post-dive maintenance of all components, physical and medical fitness stipulations by me, and any other details that relate specifically to the use of rebreathers and their foreseeable risks. Further, I affirm that failure to follow my training will significantly increase my risk of suffering serious injury or death and, in all likelihood, I will be seriously injured or die if I fail to follow my training and adhere to the safe diving procedures. Further, I understand and agree that the Released Parties are not responsible in any way to ensure I follow my unit-specific training, safety procedures, checklists, set points, pre-dive and post-dive maintenance of all components or that I am physically and medically fit to dive.

\_\_\_\_\_ I understand that rebreather diving requires me to be acutely aware of far more information than diving on open circuit equipment, including but not limited to: knowing my PPO<sub>2</sub> or PO<sub>2</sub> at all times, ensuring that my gas valves are in the fully open position before diving, making sure my oxygen sensors are not expired or beyond the date recommended by the manufacturer, replacing my CO<sub>2</sub> scrubber as recommended by the manufacturer, always having a bailout/alternative source of air, replacing or recharging batteries to any electronics and knowing when, changing set points as recommended by the manufacturer and my training, and knowing how to safely bailout and end the dive in case of an emergency. I understand and agree that it is my sole responsibility and not the responsibility of the Released Parties to know this information. I understand that failing to operate the rebreather according to the manufacturer’s instructions, checklists and/or my training course(s) can result in serious injury or death.

\_\_\_\_\_ I understand that any modifications of my rebreather unit that are not approved by the manufacturer are extremely dangerous and may result in serious injury or death. If I have made any modifications to my rebreather unit I affirm that and I have completed any additional training courses required for such modifications. I agree that the Released Parties are not responsible for ensuring that any modifications to my rebreather are manufacturer approved or that I have completed any required training courses for such modifications.

\_\_\_\_\_ BY SIGNING THIS INSTRUMENT, INTENDING TO BE LEGALLY BOUND AND FOR GOOD AND VALUABLE CONSIDERATION RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I AGREE TO EXEMPT AND RELEASE EACH OF THE ABOVE RELEASED PARTIES FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, MEDICAL CONDITION OR DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS ADDENDUM TO THE LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Please attach a photocopy of your highest applicable rebreather diving certification for the rebreather unit you will be diving in addition to your dive accident insurance or DAN insurance and personal medical insurance along with this completed Agreement.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Parent or Guardian Signature (where applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Birth