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## LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR DIVING

THIS IS A RELEASE OF YOUR RIGHTS TO SUE DOUBLE ACTION DIVE CHARTERS, LLC, 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<sup>1</sup>, 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 SCUBA DIVING/TECHNICAL DIVING.

I, \_\_\_\_\_ (print name), hereby affirm that I am a certified scuba diver and I have been advised of and fully understand the inherent hazards of scuba diving/technical diving (including semi-closed or closed circuit rebreather diving) activities. My participation in these activities is entirely voluntary. I have received scuba diving certifications from the following training agencies: \_\_\_\_\_, and I hold training to the level of \_\_\_\_\_. I am aware of the required certification level and/or experience necessary and recommended to enroll in this diving activity and I stipulate that I meet those requirements for prior certification or equivalent experience. I have been a certified diver since \_\_\_\_\_ and have been diving for \_\_\_\_\_ years for a total of \_\_\_\_\_ dives to a maximum depth of \_\_\_\_ ft.

Please initial the following paragraphs:

\_\_\_\_\_ Based on my training and experience, I understand that the inherent risks of scuba diving include, but are not limited to: pre-existing health issues leading to injury, drowning, panic, pressure related injuries, decompression sickness, over-expansion injuries, embolism, gas toxicity, injury from marine life, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, becoming lost or disoriented at depth, environmental factors which lead to injury, equipment problems leading to injury, buoyancy problems, fire and/or explosive hazards, improper dive planning, improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide medical assistance), poor judgment, along with other unforeseen risks; all of which can result in serious injury, drowning and/or death. I understand that diving with compressed air, oxygen enriched air, or other gas blends including oxygen supplied by standard open circuit scuba, semi-closed or fully closed circuit rebreathers, involves certain inherent risks including oxygen toxicity, hypoxia, hypercapnia, inert gas narcosis, and/or improper mixtures of breathing gas.

\_\_\_\_\_ I understand that the dives will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities, and that proper medical care may not be available to me. Nevertheless, I still choose to proceed with the dives. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such scuba/technical dive(s).

\_\_\_\_\_ I agree to save, defend, indemnify and hold harmless the Released Parties from any claim or lawsuit by me, anyone acting on my behalf, my family, my estate, heirs or assigns arising directly or indirectly out of my participation in scuba/technical diving activities.

\_\_\_\_\_ I am physically fit for scuba diving/technical diving and I will not hold any of the Released Parties responsible should I be injured as a result of problems associated with the respiratory and/or circulatory systems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat. If I answer YES to any of the questions in the attached Medical Statement, I understand and agree that I will be required to undergo a diver's medical examination and will not participate in diving activities unless I receive written clearance by a licensed physician familiar with diving-related ailments and hyperbaric medicine (please see the attached form for more details).

\_\_\_\_\_ I understand that scuba diving may cause physical strain or exertion not necessarily experienced in non-diving situations, and that I assume all risk for and will not hold the Released Parties responsible for any injuries or medical condition attributable to such physical strain and exertion or otherwise, including, but not limited to heart attack, panic, hyperventilation, drowning or other injuries.

\_\_\_\_\_ I understand that travel by boat involves certain inherent risks, including adverse weather and surface conditions, fire, incapacitation of the vessel, falling, drowning, and that I could be injured as a result of being a passenger on a vessel, including cuts, sprains, burns, broken bones and other injuries resulting from common occurrences at sea or on the water.

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<sup>1</sup> The vessels *Alma*, *Go Between* and *SeaQuest II* are owned by Double Action Dive Charters, LLC. *Reel Therapy* is owned by Dan Homick.

\_\_\_\_\_ I understand and agree that I will immediately advise the Released Parties if I feel unwell either before or after a dive, including if I experience the symptoms of decompression illness, headache, nausea, vomiting, joint pain, rash, dizziness, uncontrollable shaking, chest pain, soreness, ataxia or hypertension. I authorize the Released Parties to administer treatments, including administering oxygen or electricity, and performing cardio-pulmonary resuscitation or in-water recompression therapy, if it is deemed necessary to lessen the severity of my symptoms or to save my life.

\_\_\_\_\_ I understand that being under the influence of prescription drugs, illegal drugs, many over-the-counter drugs, or alcohol is a contraindication of diving and could cause my injury or death. Therefore, I agree to refrain from drug or alcohol use prior to, or during, the dive trip or I will refrain from making my dive if I ingest illicit drugs or alcohol. If I am taking a prescription medication, I affirm that I have seen a physician and have approval to dive. Further, I assume all risks including serious injury or death associated with using any prescription drug, illegal drug or alcohol while aboard the vessel and prior to or during any diving activities.

\_\_\_\_\_ I understand that it is my responsibility to make my family aware, as I am, that scuba diving, especially when conducted deeper than 130 feet/39 meters, is an ultra-hazardous activity and to accurately portray to them the risk of my injury or death. I understand that diving deeper than 130 feet/39 meters and conducting dives that require mandatory decompression only increases the risks inherent in scuba diving and I have received training specifically to aid me in managing these increased risks.

\_\_\_\_\_ I assume sole responsibility for servicing and inspecting all of my equipment and analyzing my diving gases prior to diving. I agree that the Released Parties shall not be liable for inspecting my equipment or analyzing breathing gases, including any gases I might need in an emergency.

\_\_\_\_\_ I understand that I have a duty to plan and carry out my own dive and to be fully responsible for my own safety and should I elect to dive with a buddy, it is to be an arrangement solely between that buddy and myself. The Released Parties are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this Agreement or, if I am not of lawful age, my parent and/or guardian acknowledges that he/she has the authority to sign this Agreement on my behalf. I and/or my parent or guardian understand the terms herein are contractual and not a mere recital, and that I and/or my parent or guardian have signed this Agreement of my/our own free act and with the knowledge that I hereby agree to waive my legal rights and/or the legal rights of my child.

\_\_\_\_\_ I further agree that this Agreement shall be interpreted according to the laws of the State of Illinois and the United States, and any dispute arising under this Agreement will be brought in the state or federal courts in the State of Illinois. 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 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 my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

\_\_\_\_\_ I further agree that if myself or my heirs choose to violate the terms of this Agreement and bring any action or claim against the Released Parties whether in admiralty, tort, contract or otherwise, that any such action must be brought within one (1) year of the date of the incident giving rise to the claim.

\_\_\_\_\_ 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 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 diving certification, 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