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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, 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 VESSEL¹, 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 are contraindications to scuba diving and that might occur while diving, or aboard the dive boat. If I do have any illnesses or medical problems that are contraindications to scuba diving, I shall notify the Released Parties and complete a Medical Statement/Medical History Questionnaire and, if required, 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). I accept full responsibility and all risks for any failure to disclose such conditions.

_____ 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.

_____ 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

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

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 understand that if I chose to dive alone without a buddy, I will be subject to additional inherent risks and hazards, including but not limited to, serious injury or death due to the absence of a buddy or others to rescue or assist me if I experience any problems while diving solo.

_____ 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	

**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND
LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **Double Action Dive Charters LLC** ⁱ for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) **Recreational and technical scuba diving operations.**ⁱⁱ

Initials ⁱⁱⁱ _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

Initials _____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the **[Charter]** ^{iv} to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials _____

This Agreement shall be governed by the laws of **[USA]** ^v Any legal action relating to or arising out of this agreement against or with respect to **[Double Action Dive Charters LLC]**^{vi} shall be commenced exclusively in **[USA]**. Any legal action relating to or arising out of this Agreement against or with respect to any of it **[Double Action Dive Charters LLC]** affiliated or related companies shall be commenced exclusively in the **[Lake County Superior Court] or [Sanilac County Circuit Court]** ^{vii}. I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

I HEREBY RELEASE **[Double Action Dive Charters LLC]^{viii}**, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND INDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

Print Name: ^{ix}		Date of Birth:	
Address:		Email:	
Signature:		Date:	

To be completed by the Parent/Guardian of any participant under 18 years of age.

Minor Name: ^x		Minor Date of Birth:	
Address:		<u>Parent/Guardian Name:</u>	
Parent/Guardian Signature:		Date:	

ⁱ Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

ⁱⁱ Include any risks specific to your business that are not included above in 1-8.

ⁱⁱⁱ Participants must initial each section throughout the document.

^{iv} This will include the name of the Charter/Rental if it has one. i.e. Freddie's Fish Adventures if there is no name Charter/Rental can remain.

^v This is the country as detailed on the policy.

^{vi} Assured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{vii} Please state the court, for your locality e.g. Circuit in and for Miami-Dade County Florida/Western District of New York.

^{viii} Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.

^{ix} Each and every participant must sign and initial the release and complete the details. One document for each participant.

^x If a participant is below 18 years of age a parent/guardian must complete the detail