



# Assumption of Risk, Liability Release, Waiver and Indemnification Contract

*This is a legal document • Read carefully before signing*

Instructor Name (Print) \_\_\_\_\_ Course(s) \_\_\_\_\_

**Assumption of Risk:** I am a certified scuba diver. I understand diving has the inherent risk of serious personal injury or death. I understand that diving in caverns and cave environments is dangerous. I will be exposed to greater risks which may cause me serious personal injury or death. I am fully aware of the risks of participating in scuba diving, cavern diving and/or cave diving and the associated activities (hereafter called "dive activities" or "activities").

*In consideration of being allowed to participate in dive activities offered by the NSS-CDS, I understand and have carefully evaluated the risk and want to participate despite the risk. By signing this document I hereby agree to expressly and contractually assume all risks associated with all dive activities.*

Risk of injury or death may be caused by factors including, but not limited to, lifting and carrying heavy equipment, strenuous activities, dropped or falling objects, collapsing cave structure, forceful currents, becoming disoriented and lost, equipment failures, line traps, line breaks, loss or running out of a breathing gas, quick changes in depth, nitrogen narcosis, incorrect breathing mixtures, and the errors, acts or omissions of myself or others including those affiliated with the NSS-CDS.

I understand that the nature and types of possible injuries to me include (but are not limited to) death, barotraumas, decompression sickness, gas embolism, convulsions, unconsciousness, hypothermia, heat stress, back or neck injuries, strained or broken limbs, heart attack, cardiac arrest, stroke, near-drowning and drowning. This list is by no means all inclusive.

I understand that I am responsible for my own safety and well being during all diving activities. I understand that it is my responsibility to be physically, medically and mentally fit to participate in diving activities. Should I become ill, injured or uncomfortable in any way, I will immediately advise my instructor and take action to correct my condition and abort the dive. I understand that dive activities are conducted in remote sites (in time and distance) from medical care including a recompression chamber and I accept these risks and still choose to participate. I agree that I should have personal dive accident insurance and represent that I either have it or choose to participate without it.

By signing this agreement, I hereby agree, on behalf of myself and my heirs, to assume all risks associated with diving activities, including the risk of serious personal injury and death, whether foreseen or unforeseen.

**Liability Release:** By signing this contract I am hereby giving up the legal right to sue the National Speleological Society- Cave Diving Section (NSS-CDS), its owners, officers and directors, employees, agents, operators, volunteers, instructors, their affiliated dive centers and dive sites, their insurance companies, land owners, third parties or anyone else specifically named or unnamed (hereafter called "released parties") as a result of my or anyone else's injury or death resulting from my diving activities associated with NSS-CDS training.

*In consideration of being allowed to participate in diving activities with the NSS-CDS and released parties, I hereby agree to give up my right to sue and I hereby release the aforementioned parties from any liability in connection with the diving activities which may result*

By signing this document I represent that I have read, understand and agree to be legally bound by all of the provisions of this contract.

Student Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*If the participant is under the age of 18, then the parent or guardian must sign this contract and agree to be legally bound by it and furthermore be legally responsible for the minor participant, including being responsible for all damage, injury or death which may occur as a result of the minor's participation in diving activities. The parent or guardian's hereby agrees to be fully responsibility to the released parties for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.*

Parent/Guardian Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*in injury or wrongful death including, but not limited to, property damage, injury, or wrongful death caused to me or any others due to negligence caused by errors, acts or omissions of myself or others.*

I hereby give up these valuable legal rights on behalf of myself, my estate, family, heirs, assigns or any other party that may have a legal claim against the released parties. I agree it is my exclusive responsibility to educate my family of the risks associated with my participation in diving activities. I have made my family fully aware of the risks of these dive activities.

**Waiver and Indemnification:** By signing this document I hereby waive all claims arising by me, my family, heirs, assigns or any other party who may have a claim against the released parties as a result of my participation in the diving activities. Furthermore, I agree to indemnify and hold harmless the released parties for any responsibility or liability for any loss, costs, attorneys fees, liabilities, damages, injury or death arising from my participation in the diving activities with the released parties.

*It is my specific contract, by signing this document, that I will not present a claim, cause of action, lawsuit or other action for any damage, injury or death caused to me or any other party including minor children for whom I may have a legal right in connection with any dive activities associated with the released parties. In the event I violate this contract I agree to be held responsible and liable for all damages, expenses, fees and cost associated with released parties defending and or paying claims brought on my behalf and I make this contract on behalf of my heirs as well.*

In the event I cause released parties damage or expense associated with my participation in the activities, I agree to be responsible and liable for same and will agree to pay as if fully adjudicated by a competent court.

**Agreement:** *I understand that this is a legally binding contract and that I have signed this contract of my own free will. By signing it, I hereby agree to all of its terms and conditions. I have read it thoroughly before signing it. If I do not understand any of the provisions, I understand that it is my responsibility to get clarification of everything I did not understand before signing this contract.*

I am legally competent and over the age of 18 years old or I have obtained the signature of my parent or guardian, and despite my age, I agree to be bound by the direction, control and authorization of my parent or guardian who has also signed this document. I agree that I will not hold the released parties under any obligation, responsibility or liability to provide me with emergency response, rescue, first aid, medical care, emergency transportation, or recovery of the participant.

I agree that before each dive I will inspect all of my equipment to verify I take everything that I will need on the dive, that I know my gas mixes and the limitations of each, and that my equipment is in proper functioning order. I hereby agree to all of the terms, conditions and provisions of this agreement without modification from its preprinted form. I agree that if any provision of this document is found to be void or unlawful that the remainder of the contract shall remain in full force and effect. In the event a legal determination is required, I agree to be bound by the laws of the State of Florida.