WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This is a release of your rights to engage in any legal action involving 1 877 SCUBA USA, or any affiliated companies, or any of its employees, agents, and/or assigns, for personal injuries or wrongful death that may occur during the forthcoming dive, snorkel, and/or in water activity, (including boat transportation) as a result of the inherent risks associated with such activity or as a result of negligence.

After reading, place your INITIAL next to each of the following sections:

_____ I acknowledge that I am a certified diver, trained in safe diving practices.

_____ I am aware of the risks inherent in Public Safety Diving, and accept these risks.

_____ I affirm that I am in good mental health and physical fitness for diving and acknowledge that I am responsible if I am injured as a result of heart, lung, ear, circulatory problems, or other illnesses that occur while diving and/or snorkeling.

_____ I acknowledge that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism, or other hyperbaric injuries, and I expressly assume the risk of said injuries.

_____ I understand that Public Safety Diving, and/or snorkeling is a physically strenuous activity and that I will be exerting myself during these activities. If I am injured as a result of heart attack, panic, hyperventilation or any other cause, I expressly assume the risk of said injuries and I will not hold 1 877 SCUBA USA, or their employees, agents, or assigns responsible for the same.

_____ I understand that at the pool, open water dive/snorkeling trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me and I expressly assume the risk of diving in such remote locations.

_____ I affirm that I am not under the influence of alcohol, nor am I under the influence of drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while using same.

_____ I am aware of the dangers of breath-holding while scuba diving, and will not hold 1 877 SCUBA USA, or their instructors, divemasters, certified assistants, boat operators, or dive training agencies responsible if I am injured doing so.

_____ I will inspect all of my equipment prior to the activity and will notify 1 877 SCUBA USA, or its employees if any of my equipment is not working. I will not hold 1 877 SCUBA USA, or any of their employees, agents, or assigns responsible for my failure to inspect my equipment prior to diving.

____ It is the intention of the undersigned to observe and obey the LOCAL LAWS and Safety Requirements and Standards. I also understand that if I violate any of these standards and procedures, regulations or laws, that my dive privileges may be cancelled.

_____ It is the intention of the undersigned by this instrument to exempt 1 877 SCUBA USA, or any of their employees, agents, or assigns responsible as defined above from all liability whatsoever for personal injury, property damage, and wrongful death caused by negligence.

_____ EQUIPMENT: I hereby accept rental or loaned equipment in the condition “as is”. I acknowledge having inspected the equipment and have satisfied myself that it is in good order and working condition., 1 877 SCUBA USA accepts no responsibility for defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of said equipment is at my own risk. I shall return the same in good order and shall be financially responsible for its return.

_____ RELEASE OF LIABILITY: I fully understand that scuba diving, snorkeling, or other water sports activities (including boat transportation) is at my own risk and I hereby release 1 877 SCUBA USA, and its officers, employees, agents, and assigns and save them harmless from all claims, loss, damage, injury, and liability arising from any injury and for illness sustained by me while engaged in diving, snorkeling, any in water activity, caused or occasioned by reason of the perils or dangers of the sea, or by reason of the act, omission, negligence, or default of any other diver, divers, snorkeler, snorkelers, person, or persons engaged in water activity or as a consequence of illness or disease or disability which renders such person or persons unfit for diving, snorkeling, or any water sports, and I hereby expressly assume all risks of scuba diving, snorkeling, and/or any water sports.

_____ The agreement shall be determined according to the laws of the State of New Jersey and the United States of America and shall be adjudicated in the courts of those authorities to the exclusion of any other courts.

_____ On behalf of myself and my heirs, executors, administrators, or assigns, I agree that in the event of any claim for personal injury, damage, or wrongful death shall be prosecuted by or in my behalf against, 1 877 SCUBA USA, its officers, employees, agents or assigns, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented from personal injuries or wrongful death.

I acknowledge that I have read the foregoing paragraphs and expressly agree to all of them

Name/Date (print) _____

Signature of Participant _____

Witness (print) _____Signature_____