

Liability Release and Express Assumption of Risk

This is a release to your rights to sue.

This release may be used against you in a court of law if you sue any released party or person.

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving.

_____ Further, I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the diving activities in which the Metrowest Dive Club, Inc. engages from time to time, may be conducted at a site that is remote, either by time or distance, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither the Metrowest Dive Club, Inc., nor its officers, members, agents or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or damages to me or my family, heirs, or assigns that may occur as a result of my participation in this diving activity as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in this diving activity, I hereby personally assume all risks in connection with said activity, for any harm, injury, or damage that may befall me while I am engaged in this activity, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further save and hold harmless said organization and Released Parties from any claim or law suit by me, my family, estate, heirs, or assigns, arising out of my association with, and participation in the Metrowest Dive Club, Inc. activities.

_____ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during such activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or Released Parties responsible for the same.

_____ I understand that in the course of getting to and from many shore diving sites, it will necessary for me to negotiate treacherous terrain, steep grades, loose gravel, slippery rocks and surfaces. I understand that crossing this terrain, especially while carrying equipment can pose the risk of a fall or injury from losing my footing. I also understand that diving from a boat poses additional hazards like slippery boat decks and movement caused by wave action which could cause me to lose my footing, fall and be injured, especially while carrying or wearing equipment. In consideration of being allowed to participate in this diving activity, I hereby personally assume all risks in connection with getting to and from said activity, for any harm, injury, or damage that may befall me while I am engaged in such activity, including all risks connected with travelling to a from the dive site, whether foreseen or unforeseen.

_____ I further state that I am of lawful age and legally competent to sign the liability and release, or that I have acquired the written consent of my parent or guardian.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

It is the intention of _____ by this instrument to exempt and release the Metrowest Dive Club, Inc., its officers and members and all related entities as defined above from all liability or responsibly whatsoever, for personal injury, property damage, or wrongful death however caused, including, but not limited to the negligence of the Released Parties whether passive or active.

I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

Your Signature: _____

Date: _____

Signature of parent or guardian (where applicable) _____ Date: _____