

## **DIVING RELEASE/WAIVER OF LIABILITY**

This is a legal document. You have the right to consult an attorney before signing it, if you wish.

### **RECOGNITION OF EXCEPTIONAL RISK**

I recognize that diving (which shall hereinafter include both skin diving and SCUBA diving) is an exceptionally hazardous activity, but I still desire to participate in this activity and to obtain or continue membership in the Active Divers Association, Inc. (referred to herein as ADA) in order to participate in ADA activities, including ADA dives, and in order to obtain the advice, counsel, and assistance of ADA members, particularly as it relates to diving.



### **ASSUMPTION OF EXCEPTIONAL RISK**

I voluntarily assume all risk of injury to myself ("injury" shall herein include bodily injury, and/or damage to or destruction of or loss of my property, and/or my death) which arises from my participation in diving activities, even when such injury is caused solely or in part by the negligence of one or more Cosigners. (As used herein, a "Cosigner" means a person who has signed this agreement, and who is either a prospective ADA member or an ADA member in good standing at the relevant time.)

### **CROSS RELEASE OF LIABILITY**

I hereby release every Cosigner and ADA from any liability for injuries to me arising from my participation in diving activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of one or more Cosigners.

### **PRECONDITION OF ADA MEMBERSHIP**

Since every ADA member and prospective ADA member is required to sign this agreement as a precondition for membership or continued membership in ADA as a precondition for taking active part in any ADA dive, all such ADA members and prospective ADA members are conclusively presumed to have signed this ADA agreement. Because of this fact, it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if there are any) which relate to or are connected to diving.

### **SPECIFIC WAIVER OF LIABILITY FOR ADA RULES AND POLICIES**

I recognize that there may be diving practices or rules which others might consider necessary or prudent for safe diving and which have not been adopted or which are not enforced by either ADA or one or more ADA members, officers, or divemasters. I will not hold ADA or any ADA member, acting in any capacity whatsoever, liable for any injury arising solely or in part from a failure of ADA or any ADA member, acting in any capacity whatsoever, to enforce or adopt any particular rule or practice. This includes, but is not limited to: a failure to enforce the Buddy System, a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives due to marine, atmospheric, or other dangers, a failure to require any minimum level of diving expertise or experience for ADA members or prospective ADA members participating in an ADA activity.

### **SPECIFIC WAIVER OF LIABILITY FOR FALSE OR MISLEADING INFORMATION**

I recognize that one or more ADA members may negligently omit to give me information, or may give me false or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that one or more ADA members may negligently approve of my preparation or planning for a dive or my equipment condition or my complement of equipment or my manner of wearing or using equipment. I agree that I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment condition or my complement of equipment and my manner of wearing or using my equipment is sufficient for the dive I intend to make. I release ADA and all Cosigners, who by signing this agreement similarly release me, from negligent acts or omissions of this nature.

### **SPECIFIC WAIVER OF LIABILITY RELATING TO DIVING ASSISTANCE BUDDY DIVING**

I fully recognize that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

Since I recognize that any assistance I might give to a diver in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver, including my buddy, in any way, whether in or out of the water. I agree that Cosigners have the same freedom. Thus, in order to hereby obtain benefit of a similar express release from other Cosigners, I agree that no Cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water, or to offer me air even I request it, or to stay with me during a diving activity, or to look for me if we become separated. I release all Cosigners from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

(This provision may be modified between two or more buddies for the duration of a dive or permanently only by express written agreement signed by both buddies but such agreement has no effect with respect to any Cosigner who has not also signed such written agreement.)

**INDEMNIFICATION AGREEMENT AND WAIVER**

Should there be no valid signing of this agreement by a minor child of whom I am a parent or legal guardian, I agree to indemnify and hold harmless ADA and any other Cosigner from any liability to such minor and from any expense whatsoever incurred or arising as a result of any claim made by or on behalf of any such minor and waive any right I may have to sue on behalf of or through any minor child or ward of mine.

**TRAVEL UNDERSTANDING AND WAIVER**

I hereby release ADA from all claims whatsoever which may arise from participation in diving activities under their direction, or which may arise from any event connected with this participation, including: transportation to or from by aircraft, boat, or other conveyance used, services by hotels, restaurants, dive shops, guides, or any other agencies, illness, disease, infirmity, or alteration of physical condition by any person, loss or damage to personal effects and equipment, and any error, act, or omission by any person. I also understand that changes in the itinerary or arrangement, for any reason whatsoever, may be made at any time if deemed necessary by ADA or its associates, that any additional expense shall be borne equally by all the participants, and that all services are subject to the laws of the country in which they are provided.

**ACKNOWLEDGEMENT OF UNDERSTANDING**

I have read and understand this two (2) page agreement and have had opportunity to ask questions and consult legal counsel of my choice. It is contemplated that this agreement will be signed in many counterparts, all of which taken together shall constitute one agreement.

**THIS AGREEMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC**

Signed and sealed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
*(City) (Day) (Month) (Year)*

LEGAL SIGNATURE \_\_\_\_\_

*(This Box for Notary Use Only)*

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came  
*(Day) (Month) (Year)*

\_\_\_\_\_  
*(Print Legal Name)*

known to me to be the person who executed the foregoing agreement, and he/she acknowledged to me that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC