

# ROI-NAMUR DOLPHINS SCUBA CLUB

## LIABILITY RELEASE AND ASSUMPTION OF RISK

### THIS IS A RELEASE OF 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 the blanks and initial each paragraph before signing.)

I, \_\_\_\_\_, Hearby affirm that I have been advised and thoroughly informed of the  
Diver's Name (Please print)  
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 club open water diving trips may be conducted at a site that is remote, either by time or distance or both, 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 Roi-Namur Dolphins, nor any of their respective officers or divemasters, (herein after referred to as Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in diving activities as a result of the negligence of any party, including the Released Parties, whether passive or active. I further save and hold harmless said Scuba Club and Released Parties from any claim or lawsuit by me, my family, heirs, or assigns, arising out of my participation in scuba diving.

\_\_\_\_\_ In consideration of being allowed to enroll in the Roi-Namur Dolphins Scuba Club, I hereby personally assume all risks in connection with said membership, for any harm, injury or damage that may befall me while I am a member, including all risks connected therewith, whether foreseen or unseen.

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

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this 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  
Diver's Name (Please print)  
ROI-NAMUR DOLPHINS SCUBA CLUB AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY 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.

\_\_\_\_\_  
Signature of Diver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date