



EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, RELEASE OF LIABILITY AND WAIVER OF CLAIMS

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH DIVING AND RELATED ACTIVITIES

I _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with snorkeling, skin and/or scuba diving, and instruction related thereto ("Diving Activities").

I understand that these risks can lead to severe injury and even loss of life.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber.

I understand that snorkeling, skin diving 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 heart attack, stroke, panic, hyperventilation, drowning or any other cause, that I expressly ASSUME THE RISK of said injuries and that I will not seek to hold any other party responsible for the same.

I understand that Diving Activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and competent medical assistance. Despite this, I choose to proceed with these Diving Activities even in the absence of a recompression chamber and competent medical assistance.

I understand that there are hazards and risks associated with travel to and from dive sites ("Dive Travel"), including, but not limited to the possible injury or loss of life as a result of a boating accident

Regardless of the potential hazards and risks associated with Diving Activities and Dive Travel, I wish to proceed and I HEREBY PERSONALLY ASSUME ALL HAZARDS AND RISKS, including possible personal injury, loss of life and/or property damage, arising out of or in connection with Diving Activities and/or Dive Travel, whether foreseen or unforeseen, that may befall me while I am a participate in these activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of being allowed to participate in Diving Activities, Dive Travel, and use the facilities and equipment of the parties listed below, I understand and agree that neither my:

Instructor(s): KENNETH J. HOSER, JEFFREY SPILLANE

The facility through which I receive my instruction: HILLTOP DIVING

Others: Adaptive Diving Association

nor the National Association of Underwater Instructors, Inc., nor their affiliate and subsidiary organizations, nor any of their respective employees, officers, directors, representatives, agents, contractors, volunteers, or assigns (hereinafter collectively referred to as the "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me or my property that may occur as a result of my participation in Diving Activities or Dive Travel, or as a result of the negligence of any party, including the Released Parties, whether passive or active, foreseen or unforeseen.

I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I, MY ESTATE, HEIRS, EXECUTORS OR ASSIGNS MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE WITH THE EXCEPTION OF GROSS NEGLIGENCE, FORESEEN OR UNFORESEEN, WHICH ARISE FROM DIVING ACTIVITIES OR DIVE TRAVEL.

By executing this Agreement, I agree to hold the Released Parties harmless from and against all claims or causes of action for any personal injury, property damage, or loss of life which may occur during Diving Activities or and/or Dive Travel.

I hereby declare that I am of legal age and am competent to sign this Agreement, or if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Released Parties other than what is set forth in this Agreement.

I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California, United States of America. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that part shall be stricken from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable or invalid part had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties on my behalf or as a result of my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

Signature of Participant _____ Date _____

Witness (Name) _____ Signature _____

Signature of Parent or Guardian If Participant Is a Minor, and by their signature they, on my behalf release all claims that both they and I have.

Signature of Parent or Guardian _____ Date _____

Witness (Name) _____ Signature _____