

# LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

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

I, \_\_\_\_\_, hereby affirm that I have been advised and thoroughly informed  
Participant Name  
of the inherent hazards of skin diving and scuba diving.

1. \_\_\_\_ 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 open-water diving trips, which are necessary for training and for certification, 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 instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.
2. \_\_\_\_ I understand and agree that neither Southern Cross Club, Southern Cross Club Employees, Walhill, JAPTER, The Neptune Co. Ltd, WAMU, and their affiliates, subsidiaries, officers, directors employees, and agents, (hereinafter referred to as "Releasees") 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 this diving class or as a result of the negligence of any party, including the releasees, whether passive or active.
3. \_\_\_\_ In consideration of being allowed to engage in this 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 participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.
4. \_\_\_\_ I further save and hold harmless said activity and Releasees from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity including both claims arising during the activity or afterwards.
5. \_\_\_\_ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this 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 or companies responsible for the same.
6. \_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
7. \_\_\_\_ 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

Participant Name

EXEMPT AND RELEASE **SOUTHERN CROSS 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 Participant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date