



# MARLIN DIVE TEAM SCUBA CLUB

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, \_\_\_\_\_, hereby affirm that I am aware that skin and scuba diving have  
Participant Name  
inherent risks which may result in serious injury or death.

***I understand and agree that, Marlin Dive Team Scuba Club, Gigglin' Marlin Divers Inc., any of their instructors, members, officers, affiliates, committee members or participants, nor their affiliate, parent and subsidiary entities, any of their respective employees, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in any Marlin Dive Team Scuba Club activities or sponsored events, even if such incident, injury, death or other damage occurs as a result of the negligence, sole or comparative, of any party, including the Released Parties, whether passive or active or the result of any actions or omissions of same.***

I hereby affirm I am voluntarily engaging in the recreational activities planned by one or more of the Released Parties, which activities may include, but are not limited to, scuba diving, snorkeling, and boating. If I engage in scuba diving, I affirm that I am a certified diver and received my certification through a recognized scuba certification agency.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be my responsibility to plan my personal activities allowing for my diving limitations and the prevailing water conditions and environment. I will not hold the Marlin Dive Team Scuba Club, Gigglin' Marlin Divers and Released Parties responsible for my failure to safely plan my dive, dive my plan, or maintain buddy contact.

I affirm it is my responsibility to inspect all of my equipment prior to participating in the scuba club activities. I will not hold Marlin Dive Team Scuba Club, Gigglin' Marlin Divers and Released Parties responsible for my failure to inspect my equipment prior to diving.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury 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 or selected for scuba club activities, 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.

In consideration of being allowed to participate in the Marlin Dive Team Scuba Club water and ground activities, I hereby personally assume all risks of the recreational activities, whether foreseen or unforeseen, that may befall me while I am a participant in the Marlin Dive Team Scuba Club.

***I further release, exempt and hold harmless Marlin Dive Team Scuba Club and Gigglin' Marlin Divers and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this scuba club including both claims arising during the scuba club activities.***

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this diving activities, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

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.

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE GIGGLIN' MARLIN DIVERS, MARLIN DIVE TEAM SCUBA CLUB, AND ALL RELEASED PARTIES 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 SOLE OR COMPARATIVE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, OR BY ANY ACTION OR OMISSION.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date (Day/Month/Year)

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

\_\_\_\_\_  
Date (Day/Month/Year)