 **LIABILITY RELEASE AND ASSUMTION OF RISK**

Please read and carefully and fill in all the blanks before signing.

**I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HEREBY AFFIRM THAT I AM AWARE THAT SKIN AND SCUBA DIVING HAVE INHERENT RISK WHICH MAY RESULTIN SERIUS INJURY OR DEATH.**

I understand that diving with compressed air involves a certain inherent risk; decompression sickness, embolism or other hyperbolic injuries can occur that require treatment in a re-compression chamber. I further understood that the open water diving trips which are necessary for training and for certification may be conducted on a site that is remote, either by time or distance or both, from such a re-compression chamber. I still choose to proceed with such instructional dives in spite of the absence a re-compression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s),\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the facility through which I received my instruction, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_nor CMAS nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents or assigns therein after referred to as “Released Parties”, maybe 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 negligence of any party, including the released parties whether passive or active.

In consideration of being allowed to participate in this course (and optional adventure dive herein after referred to “program), I hereby personally assume all risk of this program whether foreseen or unforeseen that may befall me while I am a participant in this program, including but not limited to in academics, confined water and/or open water activities.

I further release, exempt and hold harmless said program 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 program including both claims arising during the program or after I received my certification.

I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this experience and that if I am injured as a result of 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 a lawful age and legally competent to sign this liability release, or that I have acquired the 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 and with the knowledge that I agree to waive my legal rights. I further agree if any provision of this agreements is found unforeseeable or invalid that provision shall be severed from this agreement. The remainder agreement will be construed as though the enforceable provision. Had never been contained herein.

**I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTOR(S), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND CMAS AND ALL RELATED ENTIRIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPETY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES WHETHER PASSIVE OR ACTIVE.**

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

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Signature of the Participant Date

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Signature of the Parents/ Guardian Date