

EAST COAST DIVERS, INC.
BOAT TRAVEL, SCUBA TRAINING, SCUBA DIVING, AND/OR WATER ACTIVITIES
VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF THE RISK

❖ PLEASE READ CAREFULLY, INITIAL AND FILL IN ALL BLANKS BEFORE SIGNING BELOW.

I, _____, hereby request that *East Coast Divers, Inc.* allow me to pay for and participate in scuba training, scuba diving, and/or water activities. I thoroughly understand the potential risks of scuba training, scuba diving, and water activities, including those hazards occurring during boat travel to and from the dive site. I may be exposed to activities that put me at risk of serious injury, including permanent disability, death, and/or severe economic losses, which might result not only for my own actions, inactions or negligence, but the action, inaction or negligence of others, the condition of the premises, or any equipment used. I understand that these hazards include, but are not limited to: decompression sickness, lung expansion injuries, drowning, injuries occurring while getting on and off the boat, slipping and falling while on board, getting cut or struck by a boat while in the water, shark attack, and other injuries, death or perils of the sea. Further that there may be other risks not known to us or not reasonably foreseeable at this time. Despite these risks, I still wish to proceed with the scuba training, scuba diving, and/or water sport activities. I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

_____ [Initial]

In consideration for allowing me to participate in this scuba training, scuba diving, and/or water activities, with full knowledge of the danger involved in such activities, it is my intention to give up my right to sue *East Coast Divers, Inc.*, its officers, directors, agents, representatives, independent contractors, employees and their successors [hereinafter “Released Parties”] and to hold these Released Parties harmless from and by reason of any negligent or grossly negligent act or omission by any of the Released Parties and/or for the quality or condition of any service, equipment, or accommodation supplied by them. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for my personal injury, property damage or wrongful death occurring to me, which injury, property damage or wrongful death arises as a result of engaging in this boat trip, scuba training, scuba diving, and/or water activities. _____ [Initial]

I, _____, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE *EAST COAST DIVERS, INC.*, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, EMPLOYEES AND THEIR SUCCESSORS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER BY ACT OR OMISSION.

_____ [Initial]

I ACKNOWLEDGE THAT I HAVE READ THE ABOVE PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THIS BOAT TRIP, SCUBA TRAINING, SCUBA DIVING AND/OR WATER ACTIVITIES, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED INDIVIDUALS AND/OR ENTITIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY, NEGLIGENCE, OR GROSS NEGLIGENCE, WHETHER BY ACT OR OMISSION. _____ [Initial]

Name: _____

Date: _____

Signature: _____

Witness: _____