



Liability Release and Assumption of Risk Agreement

I, _____ PARTICIPANT NAME _____, hereby affirm that I am a certified scuba diver trained in safe diving practices or a student skin diver/ snorkeler under the control and supervision of a certified scuba instructor, divemaster or snorkeling guide. I know that snorkeling, skin diving, freediving and scuba diving (hereinafter "Excursion") all have inherent risks including those risks which may result in serious injury or death. I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/ air expansion injury that requires treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/ or improper mixtures of breathing gas. I acknowledge that this Excursion includes risks of slipping or falling, stepping on broken glass, being cut or struck by a boat while in the water, injuries occurring when getting in or out of the water and other perils of the sea. I further understand that the Excursion will be conducted at a site that is remote (either by time or distance or both) from a recompression chamber. I still choose to proceed with the Excursion despite the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither Latitudes LLC, Scuba by Design nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., Scuba Schools International, Handicapped Scuba Association, Catalina Island Company, City of Avalon, Royal Caribbean Cruises, Ltd., Subsidiaries and Affiliates, Celebrity Cruises, Inc., Carnival Corporation and plc, Princess Cruise Lines Ltd., Holland America Line N.V., Catalina Express and their affiliated or related companies, or Disney Cruise Line, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "Released Parties") may be held liable or responsible for any injury, death or damages to me, my family, estate, heirs or assigns that may occur during the Excursion as a result of my participation in the Excursion or as the result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for the Excursion. I further state that I will not participate in the Excursion if I am under the influence of any alcohol or any drugs that are contraindicated for diving. If I am taking medicine, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/ drugs. I understand that diving is a physically strenuous activity and that I will be exerting myself during the Excursion 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 am aware that safe diving practices suggest diving with a buddy unless trained as a self-reliant diver. I am aware it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan and follow the instructions and dive briefing(s) of the dive professional(s).

I will be present at and attentive to the briefing(s) given by the crew. If there is anything I do not understand, I will notify the crew immediately. I acknowledge it is my responsibility to plan my dives as no-decompression dives, and within parameters that allow me to make a safety stop before ascending to the surface, arriving at the surface with gas remaining in my cylinder as a measure of safety. If I become distressed at the surface, I will immediately drop my weights and inflate my BCD (orally or with low pressure inflator) to establish buoyancy at the surface.

I am aware of safe diving practices and recommendations for a refresher or guided orientation dive following a period of inactivity. If I choose not to follow these recommendations, I will not hold the Released Parties responsible for my decision.

I acknowledge Released Parties may provide an in-water guide (hereinafter "Guide") during the Excursion. The Guide is present to assist in navigation during the dive and identifying the local flora and fauna. If I choose to dive with the Guide, I acknowledge it is my responsibility to stay in proximity to the Guide during the dive. I assume all risks associated with my choice whether to dive in proximity to the Guide or to dive independent of the Guide. I acknowledge that my participation in diving is at my own risk and peril.

I affirm it is my responsibility to inspect all equipment I will be using prior to leaving the dock or shore for the Excursion and that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I acknowledge that Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform effective rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

I hereby state and agree that this Agreement will be effective for all Excursions in which I participate for one (1) year from the date on which I sign this Agreement.

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

I, _____ PARTICIPANT NAME _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES 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 AND MY HEIRS OF THE CONTENTS OF THIS DISCLOSURE AND ACKNOWLEDGEMENT OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Name _____

Participant Signature _____ **Date** _____

Signature of Parent or Guardian _____ **Date** _____

Notice to the Minor Child's Natural Guardian

Read this form completely and carefully, as you are agreeing to allow your minor child to engage in a potentially dangerous activity. You are agreeing that even if Latitudes LLC/ dba Scuba by Design uses reasonable care in providing this activity, there is a chance that your child may be injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form, you are giving up both your child's right and your right to recover from Latitudes LLC/ dba Scuba by Design in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form and Latitudes LLC/ dba Scuba by Design has the right to refuse to allow your child to participate if you do not sign this form.

BY MY SIGNATURE, I RELEASE ALL CLAIMS FOR BOTH MYSELF AND MY MINOR CHILD.

Name of Minor _____ **Minor's Date of Birth** _____

Signature of Parent or Guardian _____ **Date** _____