



<http://www.divemagic.com>

## Dive Magic Liability Release and Assumption of Risk Agreement

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

I, \_\_\_\_\_, hereby affirm that I am a certified diver, snorkeler, Swimmer, Snorkeler, Scuba Diver or swimmer and am fully aware that swimming, skin, and scuba diving have inherent risks which may result in serious injury or death.

I understand and agree that **Dive Magic** (hereinafter "Facility") has agreed to allow me access to its swimming pool facilities, including but not limited to classroom, locker room, restroom, and pool facilities (hereinafter "Premises"), for the purposes of enhancing my familiarity with scuba equipment, including but not limited to various regulators, buoyancy control devices, dry suits, cameras, etc; and/or the opportunity to refine my scuba skills.

I understand and agree that Safe Dive Practices recommend I scuba dive with a buddy, seek additional experience and/or training under the supervision of a dive professional, and that some equipment and diving environments may warrant special training or certification. I acknowledge these recommendations and choose to proceed with use of the Premises for my intended purposes.

During the time I am using the Premises I understand Facility may have a dive professional in or about the Premises. The dive professional(s) may be in the pool assisting an individual diver with an equipment question or providing assistance on skill refinement. The dive professional(s) ARE NOT serving in a supervisory capacity. I understand and agree that I and my buddy are using the premises at our sole risk. Should I experience an event necessitating assistance, I understand the dive professional may provide assistance when the safety of other divers will not be jeopardized, but he/she is not obligated to provide such assistance. I understand I have the option to obtain the services of a dive professional for an additional fee.

I understand and agree that neither Facility nor any dive professional who may be present, nor 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, negligence of any party, including the Released Parties, whether passive or active.

I understand that diving with compressed gas involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/gas expansion injury that require treatment in a recompression chamber. I further understand that Facility/Premises are 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 possible absence of a recompression chamber.

I understand that swimming, skin diving, and scuba diving are physically strenuous activities and that I will be exerting myself during the use of Premises, 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 understand that past or present medical conditions may be contraindicative to my participation in scuba diving. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I will inspect all of my equipment prior to this experience and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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 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 the Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of the Agreement will then be construed as though the un-enforceable provision had never been contained herein.

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

I, \_\_\_\_\_, BY THIS INSTRUMENT AGREE TO  
Swimmer, Snorkeler, Scuba Diver

EXEMPT AND RELEASE THE FACILITY, DIVE MAGIC, ANY AND ALL DIVE PROFESSIONALS PRESENT IN THE PREMISES, 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 AND MY HEIRS 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.

\_\_\_\_\_  
Swimmer, Snorkeler, Scuba Diver Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date