

# UNDERWORLD

CAVE DIVING ADVENTURES

## LIABILITY RELEASE (REQUIRED FOR ALL UNDERWORLD ADVENTURES PROGRAMS) COMPLETE LIABILITY RELEASE AND CONTRACT NOT TO SUE, PAGE 1 OF 2.

Name \_\_\_\_\_ Date \_\_\_\_\_

Course Title \_\_\_\_\_ Instructor Name \_\_\_\_\_

I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE UNDERWORLD ADVENTURES, AS WELL AS MY INSTRUCTOR, DAI JONES, AFFILIATED PERSONNEL, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, ALL VESSELS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND ALL OTHER INVOLVED PERSONNEL INCLUDING BUT NOT LIMITED TO THEIR OWNERS, EMPLOYEES, CREW, VOLUNTEERS, DESIGNEES, AGENTS, SPONSORS, AND ADVERTISERS (HEREINAFTER THE "RELEASED PARTIES") AND TO HOLD THESE ENTITIES AND INDIVIDUALS HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A RESULT OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE.

I understand that OVER HEAD ENVIRONMENT diving, which describes cavern, intro to cave and cave diving, and especially technical diving is a hazardous activity with inherent risks and dangers associated there with including, but not limited to, training accidents, risks associated with equipment failure, perils of the sea, as well as acts of fellow divers which could result in my serious injury or death. BY WAY OF MY SIGNATURE, I EXPRESSLY ASSUME ALL RISKS OF Technical and Overhead Environment DIVING and all associated risks (whether directly related to diving or not), whether these risks are specifically set forth or not. IT IS MY INTENTION TO RELEASE THE RELEASED PARTIES FOR ANYTHING THAT MAY HAPPEN TO ME WHICH RESULTS IN PERSONAL INJURY OR DEATH.

By my signature on this release, I hereby affirm that I have been advised and informed of the inherent hazards of cave and cavern diving activities, including technical diving. I understand that breathing compressed gas underwater such as; compressed air, oxygen, enriched air (Nitrox), oxygen and/or helium (Trimix and/or Heliox) and/or neon in either Open Circuit, Semi- Closed Circuit or Closed Circuit rebreathers involves inherent risks including, but not limited to, decompression injuries, embolism, oxygen toxicity, inert gas narcosis, marine life injuries and other barotrauma/hyperbaric injuries which can occur that require treatment in a recompression chamber or hospital. I understand that scuba diving trips, which are necessary for training and certification, may be conducted at a site that is remote, either by time or distance or both from a recompression chamber or from any medical facility. Nonetheless, I expressly wish to proceed with this diving activity and assume all risks. I hereby waive any obligation on the part of the released parties to provide first aid, rescue, recovery resuscitation or medical assistance.

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## LIABILITY RELEASE (REQUIRED FOR ALL UNDERWORLD ADVENTURES PROGRAMS) COMPLETE LIABILITY RELEASE AND CONTRACT NOT TO SUE, Page 2 of 2

I understand that I am signing this release, without modification or any other promises, in consideration of being permitted to enroll in this course and participate in the cave/cavern diving activities.

I will be responsible for inspecting all of my dive equipment prior to each dive to ensure that I have all the necessary equipment for the dive, and that all the equipment is in proper working order with proper and sufficient gas supplies for the dive. I will not hold anyone responsible for my failure to inspect the equipment I use, analyze the gases I use and plan my dive.

IT IS MY EXPRESS INTENTION TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS OR ENTITIES OR VESSELS referred to herein ("the released parties") whether specifically named or not, from all liability arising as a consequence of any act or omission including, but not limited to, active or passive negligence of any type. I fully agree to indemnify and hold the released parties harmless from any and all liability for personal injury of any type, including wrongful death. I make this agreement on behalf of myself, my heirs and assigns. I expressly and contractually assume all risks in connection with cave and cavern diving activities whether directly related to cavern and cave diving or not. I understand and agree that it is my responsibility to make my family aware of the risks of injury or death from diving activities, that I accept these risks and choose to participate anyway. I hereby represent that I, or my estate, shall be liable in full for any claim brought on my behalf by my family, estate or heirs, arising from my injury or death while participating in diving activities.

BY WAY OF MY VOLUNTARY SIGNATURE, I AGREE THAT I HAVE FULLY READ AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT NOT TO SUE.

Participant's Name (Print)    Participant's Signature \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

*If the participant is under the age of 18, then the parent or guardian must sign this agreement and agree to be legally bound by it and furthermore be legally responsible for the minor participant, including being responsible for all damage, injury or death which may occur as a result of the minor's participation in diving activities. The parent or guardian hereby agrees to be fully responsible to the released parties for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.*

Parent or Guardian's Name (print)    Parent or Guardian's Signature \_\_\_\_\_