

## FORT DE SOTO UNDERWATER CLEANUP – MARCH 15, 2014

### DIVER LIABILITY RELEASE AND ASSUMPTION OF RISK

Please read carefully and fill in all blanks before signing.

I, \_\_\_\_\_, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING.

I understand and agree that neither PADI Americas Inc., the State (Florida), the County (Pinellas), The City (St Petersburg), nor the organizer (Tampa Bay Green Consortium), Project AWARE Foundation, nor any of their respective employees, officers, agents 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 or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

Please initial the following paragraphs:

\_\_\_\_\_ I am 16 years or older, certified Open Water or higher, and have at least 15 ocean dives logged.

\_\_\_\_\_ I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_ 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 contra indicatory 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 understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

\_\_\_\_\_ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

In case of medical emergency regarding Participant, \_\_\_\_\_ (contact) at \_\_\_\_\_ (Phone #) should be notified.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless said activity and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I further declare 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.

In further consideration of being allowed to participate in the Cleanup, I hereby authorize any of the Released Parties to take and use my picture in various publications of the Released Parties. I will not consider such use of the photographs as libelous or an invasion of my privacy, and hereby release the Released Parties from any and all claims arising from the taking or use of such photographs.

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.

I, \_\_\_\_\_, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE THE ORGANIZERS; PADI AMERICAS INC., THE STATE OF (FL), THE COUNTY OF PINELLAS, THE CITY OF ST PETERSBURG, THE ORGANIZER (TAMPA BAY GREEN CONSORTIUM), THE PROJECT AWARE FOUNDATION 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 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.

Certification # \_\_\_\_\_

Agency \_\_\_\_\_

Certification Level \_\_\_\_\_

Date of Last Open Water Dive \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

Revision Date (02/14)