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Adventures in Diving Program and Correlating Specialty Diver Programs LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.
Participant Name

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for training and for certification may be conducted 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 instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand this Liability Release and Assumption of Risk Agreement (Agreement) hereby encompasses and applies to all diving activities in which I choose to participate as part of the PADI Adventures in Diving Program. These specialized diving activities and instruction may include, but are not limited to, navigation, night, deep, altitude, boat, drift, diver propulsion vehicle, dry suit, enriched air (nitrox), wreck, fish identification, multilevel, peak performance buoyancy, search and recovery, underwater naturalist, underwater photography and underwater videography.

Further, I understand this Agreement encompasses and applies to select PADI Specialty Diver courses in which I choose to participate that are introduced as part of the PADI Adventures in Diving program. These specialty diver courses may include, but are not limited to, Navigation, Night, Deep, Altitude, Boat, Diver Propulsion Vehicle, Drift, Dry suit, Enriched Air (Nitrox), Wreck, Fish Identification, Multilevel, Peak Performance Buoyancy, Search and Recovery, Underwater Naturalist, Underwater Photography and Underwater Videography.

I understand and agree that this Agreement applies to all instructors, divemasters, employees, officers, agents, contractors and assigns of the facility, Oakville Divers Ltd. #4314, through which such training activities, as identified above, are conducted.
Facility Name

I understand and agree that neither my instructor(s), divemasters, the facility through which I receive my instruction, Oakville Divers Ltd. #4314, nor PADI Americas, Inc. nor its affiliate and subsidiary corporations, 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, heirs or assigns that may occur as a result of my participation in these diving activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.
Facility Name

In consideration of being allowed to participate in these diver training activities, I hereby personally assume all risks of these activities, whether foreseen or unforeseen, that may befall me while I am a participant in these activities including, but not limited to, the academics, confined water and/or open water activities.

I further release, exempt and hold harmless said activities and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in these activities including both claims arising during the activities or after I receive my certification(s).

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during these diving activities, 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 will inspect all of my equipment prior to the activities 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 hereby state and agree that this Agreement will be effective and valid for all specialized diving activities as defined above in which I participate within one year from the date on which I execute 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 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 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 EXEMPT AND RELEASE MY INSTRUCTOR(S),
Participant Name
DIVEMASTER(S), THE FACILITY AND PADI AMERICAS, INC., 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. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT IS EFFECTIVE AND VALID FOR ALL DIVING ACTIVITIES (AS DEFINED ABOVE) IN WHICH I PARTICIPATE WITHIN ONE YEAR FROM THE DATE ON WHICH I EXECUTE THIS AGREEMENT.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)