



YEAR 2014

Scuba Center Temecula Liability Release and Assumption of Risk Agreement For Store-Sponsored Events

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. I understand and agree that I have voluntarily chosen to associate with Scuba Center Temecula and may choose to participate in Scuba Center Temecula-sponsored activities (hereinafter "Events") throughout the year. These Events may include, but are not limited to, scuba diving, snorkeling and other recreational activities, which may also result in serious injury or death. I affirm that I am thoroughly familiar with the hazards of the various activities in which I may choose to participate and that I expressly assume all such risks associated with my participation in these Events.

I understand and agree that neither Scuba Center Temecula nor any of its 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 Events or as a result of the negligence of any party, including the Released Parties, whether passive or active.

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 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 dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that as a certified diver, it is my responsibility to plan my dive and dive my plan with my buddy. It is my responsibility to determine if the objective, environment and conditions for a particular dive are within my abilities, training and experience. I further understand and agree it is my responsibility to inspect all of my equipment prior to scuba diving or snorkeling and it is my responsibility to terminate the dive/snorkel if my equipment is not working properly. I also acknowledge it is my responsibility to always follow safe dive practices, conduct a buddy check with my buddy and always dive with a buddy. Scuba Center Temecula may not have a dive professional present at these Events and therefore I acknowledge my participation in these Events is at my own risk and peril.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during these Events, 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 Release Parties responsible for the same.

In consideration of being allowed to participate in these Events, I hereby personally assume all risks of these Events, whether foreseen or unforeseen, that may befall me while I am participant in these Events. I further release, exempt and hold harmless these Events and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in these Events.

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 hereby state and agree this Agreement will be effective for all Scuba Center Temecula Events in which I participate within one year from the date of which I sign this Agreement.

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 unenforceable provision had never been contained herein.

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

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE SCUBA CENTER TEMECULA 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 RELEASE 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.

Participate Signature

Date (Month, Day, Year)

Signature of Parent of Guardian (where applicable)

Date (Month, Day, Year)