

# ATLANTIC SPEAR & SCUBA L.L.C.

LIABILITY RELEASE <130ft

**NAME Printed** \_\_\_\_\_

Initial each numbered section to which you agree. DO NOT initial in the space provided for initials if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement. Seek clarification from the staff of Atlantic Spear & Scuba L.L.C.

1. \_\_\_\_\_ It is my intention by this instrument to give up my right to sue Atlantic Spear & Scuba L.L.C. and its officers, agents, servants, and /or employees, whether specifically named or not, to hold these entities harmless from any liability for personal injury, property damage, or wrongful death caused by negligence or gross negligence and I agree to assume all risk in connection with my scuba diving activities.

2. \_\_\_\_\_ I am a certified diver and have been taught and understand that scuba diving has inherent risks and dangers associated there with including, but not limited to, decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of the diver's breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, onset of sudden illness at depth, or other perils of the sea which could cause injury or drowning, and I SPECIFICALLY ASSUME SUCH RISKS.

3. \_\_\_\_\_ I understand that breathing gases other than air and conducting dives requiring mandatory decompression, only increase these inherent risks, and I have received training and the proper certification from a recognized agency, specifically to aid me in managing these increased risks.

4. \_\_\_\_\_ Within the last year, I have conducted wreck dives up to 130 feet in New Jersey waters and I am familiar with the extensive preparation necessary to conduct such dives and understand that I am solely responsible for such preparation, OR I am currently enrolled in a diving course and I will be making my certification dives on these trips under the supervision of my instructor.

5. \_\_\_\_\_ I am physically fit for scuba diving and I will not hold any of the above named persons or entities responsible should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems which might occur while on this charter.

6. \_\_\_\_\_ I understand that being under the influence of prescription drugs, illegal drugs, many over the counter drugs, or alcohol is a contraindication of diving and could cause my injury or death, therefore I agree to refrain from drug or alcohol use prior to the dive trip or I will refrain from making my dive.

7. \_\_\_\_\_ I will not hold Atlantic Spear & Scuba L.L.C. or its officers, agents, servants, I and / or their employees responsible for providing me with any of my diving equipment or breathing gases, including any gases I might need in an emergency, and I understand that I am solely responsible for inspecting all of my equipment, and analyzing my dive gases, prior to diving.

8.\_\_\_\_\_ I will be present at and attentive to the safety briefing given by the boat Captain, their officers, agents, servants, and/or employees, and if there is anything that I do not understand or am not in agreement with, I will notify the boat Captain immediately.

9.\_\_\_\_\_ Should I notice any unusual condition that might adversely affect my safety, or the safety of the vessel or the other passengers, I am obliged to notify the boat Captain immediately.

10.\_\_\_\_\_ I understand that I have a duty to plan and carry out my own dive and to be responsible for my own safety and should I elect to dive with a buddy, it is to be an arrangement solely between that buddy and myself. Atlantic Spear & Scuba L.L.C., and her officers, agents, servants, and/or employees are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.

11.\_\_\_\_\_ I fully understand and am fully aware that the dive boat is extremely limited in its rescue and emergency medical response capabilities and that the dive site is in a remote location. As a result, in the event of illness or injury, rescue and/or appropriate medical assistance may be significantly delayed and I could sustain further serious injury, possibly resulting in death , from this delay.

12.\_\_\_\_\_ It is my intention that this document or any previously signed document on file with Atlantic Spear & Scuba L.L.C. be admissible in any and all legal proceedings, or lawsuits, that might arise from my scuba diving activities.

I have read and understand the foregoing in its entirety. I agree to the terms and conditions of each of the initialed, numbered sections above on behalf of my heirs, my personal representatives, and myself.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

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

Witnessed by:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature