

**Waiver and Release of Liability**  
**Assumption of Risk and Indemnity Agreement**

RE: \_\_\_\_\_

DATE: \_\_\_\_\_

In consideration of permitting \_\_\_\_\_ (hereinafter referred to as  
*(PRINT FULL NAME)*  
"RELEASOR") to participate in the above stated snorkeling/scuba diving trip and/or snorkeling/scuba diving and related operations conducted by any GR8DIVN staff member through the facility of GR8DIVN doing business in the city of Las Vegas in the County of Clark, and State of Nevada. RELEASOR, on behalf of himself/herself and on behalf of his/her representatives, past, present and future predecessors, successors, heirs, executors, administrators and all other persons acting by, through, under or in concert with them or any of them (hereinafter collectively referred to as "RELEASOR'S RELATED PERSONS") does:

**HEREBY ACKNOWLEDGE THAT SNORKELING/SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY** and involves the risk of serious injury and/or death and/or property damage. **RELEASOR FURTHER ACKNOWLEDGES** that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance of travel. **RELEASOR UNDERSTANDS** that the open water diving trips which are necessary for training and certification or for other diving activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

**HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE** Scuba Schools International, the above named dive business, its facility, the dive leader or any of its past, present or future owners, stockholders, directors, officers, employees, subsidiaries, predecessors, successors, heirs, assigns, representatives, instructors, agents and all persons acting by, through, under or in concert with them or any of them (hereinafter collectively referred to as **RELEASEES**) **FROM ALL LIABILITY TO RELEASOR and RELEASOR'S RELATED PERSONS FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID TRIP, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS THAT MAY OCCUR WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE,** now and forever, arising out of or related to participation and/or instruction in said trip, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the **RELEASEES** or otherwise.

**HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES** and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by **RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as permitted by the laws of the State of Nevada.

**HEREBY agree to INDEMNIFY and SAVE and HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said trip, activities, or any other related diving operations whether caused by the negligence of the **RELEASEES** or otherwise. **RELEASOR** further agrees that if **RELEASOR** or any of **RELEASOR'S RELATED PERSONS** hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the claims released hereunder, or in any manner asserts against **RELEASEES** any of the claims released hereunder, then **RELEASOR** or **RELEASOR'S RELATED PERSONS** will pay to **RELEASEES**, in addition to any other damages to **RELEASEES**, all attorney's fees incurred by **RELEASORS** in defending or otherwise responding to said suit or claim.