

SCUBADILLO DIVE CLUB, INC.
DIVE RELEASE/WAIVER OF LIABILITY – 2008

RECOGNITION OF EXCEPTIONAL RISK

I recognize that diving (which shall hereinafter include both skin diving and SCUBA diving) is an exceptionally hazardous activity, but I still desire to participate in this activity and to obtain or continue membership in the Scubadillo Dive Club, Inc. (referred to herein as "SDCI") in order to participate in SDCI activities, including SDCI dives and in order to obtain the advice, counsel, and assistance of SDCI members, particularly as it relates to diving.

ASSUMPTION OF EXCEPTIONAL RISK

I voluntarily assume all risk of injury to myself ("injury" shall herein include bodily injury, and/or damage to or destruction of or loss of my property and/or my death) which arises from my participation in diving activities, even when such injury is caused solely or in part by the negligence of one or more Cosigners. (As used herein, a "Cosigner" means a person who has signed this agreement, and who is either a prospective SDCI member or a SDCI member in good standing at the relevant time).

CROSS RELEASE OF LIABILITY

I hereby release every Cosigner and SDCI from any liability for injuries to me arising from my participation in diving activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of one or more Cosigners.

PRECONDITION OF SDCI MEMBERSHIP

Since every SDCI member and prospective SDCI member is required to sign this agreement as a precondition for membership or continued membership in SDCI as a precondition for taking active part in any SDCI dive, all such SDCI members and prospective SDCI members are conclusively presumed to have signed this SDCI agreement. Because of this fact, it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if there are any) which relate to or are connected to diving.

SPECIFIC WAIVER OF LIABILITY FOR SDCI RULES AND POLICIES

I recognize that there may be diving practices or rules that others might consider necessary or prudent for safe diving and which have not been adopted or which are not enforced by either SDCI or one or more SDCI members, officers, or dive coordinators. I will not hold SDCI or any SDCI member, acting in any capacity whatsoever, liable for any injury arising solely or in part from a failure of SDCI or any SDCI member to enforce or adopt any particular rule or practice. This includes, but is not limited to: a failure to enforce the Buddy System, a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives due to marine, atmospheric, or other dangers, a failure to require any minimum level of diving expertise or experience for SDCI members or prospective SDCI members participating in an SDCI activity.

SPECIFIC WAIVER OF LIABILITY REGARDING DIVING PROFESSIONALS

I recognize that there are diving professionals that are members of SDCI and I agree to hold harmless any instructor, assistant instructor (AI), dive master (DM) or any other person holding a designation considered as a professional in the SCUBA diving industry. This is limited to those persons acting in a non-professional capacity on any dive or event. "Non-professional capacity" is defined as conducting NO class for profit of any kind or representing any diving agency currently or in the future recognized Any dive professional not specifically conducting an organized class for profit of which I am a part, and/or in recognition of a known or unknown diving agency is considered an ordinary SDCI member and accepts no exceptional responsibility of any kind regarding diving, diving safety, diving medicine or any other aspect of SCUBA diving.

SPECIFIC WAIVER OF LIABILITY RELATING TO DIVING ASSISTANCE AND BUDDY

I fully recognize that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

(This provision may be modified between two or more buddies for the duration of a dive or permanently only by express written agreement signed by both buddies but such agreement has no effect with respect to any Cosigner who has not also signed such written agreement.)

INDEMNIFICATION AGREEMENT AND WAIVER

Should there be no valid signing of this agreement by a minor child of whom I am a parent or legal guardian, I agree to indemnify and hold harmless SDCI and any other Cosigner from any liability to such minor and from any expense whatsoever incurred or arising as a result of any claim made by or on behalf of any such minor and waive any right I may have to sue on behalf of or through any minor child or ward of mine.

TRAVEL UNDERSTANDING AND WAIVER

I hereby release SDCI from all claims whatsoever which may arise from participation in diving activities under their direction, or which may arise from any event connected with this participation, including: transportation to or from by aircraft, boat, or other conveyance used, services by hotels, restaurants, dive shops, guides, or any other agencies, illness, disease, infirmity, or alteration of physical condition by any person, loss or damage to personal effects and equipment, and any error, act, or omission by any person. I also understand that changes in the itinerary or arrangement, for any reason whatsoever, may be made at any time if deemed necessary by SDCI or its associates, that any additional expense shall be borne equally by all the participants, and that all services are subject to laws of the country in which they are provided.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read and understand this agreement and have had an opportunity to ask questions and to consult legal counsel of my choice if desired. It is contemplated that this agreement will be signed in many counterparts, all of which taken together shall constitute one agreement.

SIGNATURE _____

DATED _____