



## LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, \_\_\_\_\_ (“the Customer”), hereby confirm that I have been advised and informed of the inherent  
(Participant name)

hazards and dangers of skin diving, snorkeling and scuba diving.

1. Further, I understand that diving with compressed air involves certain inherent risks such as decompression sickness (DCS), embolism, and other hyperbaric injuries can occur 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 and/or distance, from such a recompression chamber. I choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.
2. I understand and agree that neither Off The Wall Divers Ltd, Off The Wall Divers , the Lobster Pot Dive Center, and their affiliates, subsidiaries, officers, directors, employees and/or agents (hereinafter referred to as “Releasees”) may be held liable/responsible in any way for any injury, death, or other damages to me, my family, heirs or assigns that may occur as a result of my participation in scuba diving, scuba diving training, snorkeling and/or skin diving as a result of the negligence of any party, including the Releasees.
3. In consideration of being allowed to engage in this activity, I hereby personally assume all risks in connection with said activity, for any harm, injury or damage that may befall me while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.
4. I further indemnify and hold harmless the Releasees from any claim or lawsuit, my family, estate, heirs, or assigns, or any third party may bring arising out of my participation in the said activity.
5. I understand that skin diving, snorkeling and scuba diving are physically strenuous activities and that I will be exerting myself during this activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the Releasees responsible for the same.
6. I state that I am of lawful age and legally competent to sign this release and indemnity. I am the parent or legal guardian of the Customer and in that capacity I give the assurances herein on the Customer’s behalf and provide this Release and Indemnity in the name of and on behalf of the Customer.
7. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document as my own free act understanding its terms and effect.

IT IS THE INTENTION OF \_\_\_\_\_ BY THIS INSTRUMENT TO EXEMPT AND RELEASE **OFF THE WALL DIVERS 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.

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Parent/Guardian – where applicable) (Date)