

Liability Release and Assumption of Risk

Released Parties

INSTRUCTOR NAME(S)

DIVE CENTER/DIVE RESORT/BOAT NAME

West Valley Scuba, LLC DBA Aloha Dive

I, the undersigned, hereby affirm that I have been advised and informed of the inherent hazards of scuba and skin diving.

By my signature below I acknowledge having read and hereby agree to the following liability release and assumption of risk.

As consideration for being allowed to enroll in diver training activities, I assume all risks, whether foreseen or unforeseen, in connection with those activities, for any harm, injury or damage to me while I am enrolled.

I acknowledge that certain hazards inherent to scuba diving may expose me to risk of serious accident or injury. I acknowledge that scuba diving and skin diving cause physical strain or exertion only experienced in diving. I assume all risk for, and will not hold the Released Parties (as defined below) responsible for, any injuries, including injuries due to heart attack, panic, hyperventilation or other injuries caused by physical strain and exertion or accidental injury.

I understand that there is a risk of decompression illness, embolism or other hyperbaric injuries that require treatment in a recompression chamber. I further understand that the diving trips, which are necessary for training and for certification, may be conducted at dive sites that are remote in time, distance, or both, from such a recompression chamber. Despite the possible lack of a recompression chamber near the dive site, I still choose to proceed with such instructional dives.

This Liability Release and Assumption of Risk ("Release") applies to all diving activities in which I choose to participate as

a part of a NASE Worldwide diver training course. These diving activities and instruction may include, but are not limited to, navigation, night, deep, altitude, boat, drift, drysuit, wreck, multi-level, search and recovery, naturalist, and photography dives. This Release applies to all instructors, certified assistants, divemasters, employees, agents and assigns of the above name parties, through which such training activities, as identified above, are conducted, and the training agency NASE Worldwide.

I understand and agree that neither my instructor(s), assistant instructors, dive masters, the facility and/or the named party through which I receive my instruction as named above; nor NASE Worldwide, nor any of their respective employees, officers, agents or assigns, ("Released Parties") may be held liable or responsible in any way for any injury, death, other damages to me or my family, heirs, or assigns that may occur as a result of my participation in these diving activities or as a result of the negligence of any party, including the Released Parties.

I further release the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in these activities including both claims arising during the activities or after I receive my certifications. I am of lawful age and legally competent to sign this Release, or I have the written consent of my parent or guardian. I hereby agree that this Release will be effective and valid for all diving activities as defined above and is a valid and legally binding obligation.

Participant Signature

Date

Parent/Guardian Signature

Date

If the participant is under the age of 18, then the parent or guardian must sign this contract and agree to be legally bound by it and furthermore be legally responsible for the minor participant, including being responsible for all damage, injury or death which may occur as a result of the minor's participation in diving activities. The parent or guardian's hereby agrees to be fully responsible to the released parties for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.

Instructor Notes