

GENERAL LIABILITY WAIVER

PLEASE PRINT CLEARLY AND FILL OUT COMPLETELY

In consideration for travel, water activities and any and all related activities with The Dive Shop I hereby understand and agree to this release of liability, waive of legal rights and assumption of risk, and to the terms hereof as follows:

1. I hereby release and discharge Arin Smith, The Dive Shop, their officers, agents, employees, instructors, and dive staff (hereinafter referred to as "Release Parties"), from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries, disability, or death, or damages arising out of my participation in any activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

Initial Here _____

2. I understand and acknowledge that travel, water activities and all related activities have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN ANY ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

Initial Here _____

3. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the released parties for damages or other losses sustained as a result of my participation in any Dive Shop trips/activities.

Initial Here _____

4. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all Claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in Dive Shop activities.

Initial Here _____

5. I will take full responsibility for, and hold harmless, Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in any activities.

Initial Here _____

6. I have read and understand the above and acknowledge that the same constitutes a release a liability and a waiver of my legal rights and also acknowledgment of the assumption by me of all risks arising out of my engaging in Dive shop travel and activities.

Initial Here _____

7. I further represent that this release of liability, waiver of legal rights, and assumption of risk shall continue in full force and effect for so long as I engage in Dive Shop activities which are in any way connected to or with the Released Parties.

Initial Here _____

8. I hereby expressly recognize this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in Dive Shop travel and activities including any claims by the negligence of Released Parties.

Initial Here _____

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

DAY _____ MONTH _____, 20 _____

Name: _____ Signature: _____