



1220 Dearborn Ave Hwy 251
South Beloit, IL 61080
(815) 389-1479

SCUBA DIVING ASSUMPTION OF RISK AGREEMENT & LIABILITY RELEASE

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Certification Agency: _____

Level: _____ No./Ref.: _____ Date: _____

Emergency Contact #1: _____

Relationship: _____ Phone: _____

Emergency Contact #2: _____

Relationship: _____ Phone: _____

Do you have current medical insurance? _____

Carrier: _____

Do you have current dive accident insurance? _____

Carrier: _____

Dive Store Affiliation: _____

Assumption of Risk Agreement and Liability Release

I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism, or other hyperbaric/air expansion injury, that requires treatment in a recompression chamber and that treatment at such a facility is some distance and time from the dive site. I still choose to participate in such activities in spite of the possible absence of a recompression chamber in proximity to the Pearl Lake Beach dive sites. I hereby personally assume all risks in connection with any scuba diving activity, for any harm, injury, or damage that may befall me while I am a participant in scuba diving, including all risks connected therewith, whether foreseen or unforeseen.

I realize that some diving activities may involve advanced knowledge, skills, and experience. I agree to not participate in any activities that are beyond the scope of my training and/or certification level. I agree that at any time, should I feel uncomfortable with any and all activity, I will refrain from participating in that particular activity.

I confirm that all my diving equipment has been properly maintained and is in good working order and condition to the best of my knowledge. I will inspect all of my equipment prior to scuba diving activity. I will not hold the Released Parties responsible for use of inadequately maintained equipment or my failure to inspect my equipment prior to scuba diving.

Relative to any diving activities that I participate in, I declare that I am a certified scuba diver, certified through a recognized agency, trained in safe diving practices, and am aware that scuba diving has inherent risks which may result in serious injury or death and that I am in good mental and physical fitness for scuba diving activities.

I understand and agree that neither Pearl Lake Beach, nor the dive professional(s) or divers affiliated with Pearl Lake Beach or present at the dive site/activity, nor Pearl Lake Beach respective employees, officers, agents, or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to equipment, myself or my family, estate, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

All participants acknowledge and willingly assume all risks and hazards for all Pearl Lake Beach activities. Participants understand that they cannot make a claim, sue, or expect the owner's officers, agents, employees, and associates, or its beneficiaries to be legally responsible or pay for any damage or injuries. The undersigned, understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death, or damage. My participation in any and all scuba diving activity is purely voluntary, and I elect to do so at my own risk at all times while at Pearl Lake Beach.

I have signed this Agreement of my own free will and act with the knowledge and understanding that I hereby agree to waive all my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE Pearl Lake Beach 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, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature: _____

Date Signed: _____

Signature of Parent/Guardian: _____

Date Signed: _____