



Solo Diving Liability Release and Assumption of Risk Agreement

1321 SE Decker Ave Stuart, FL 34994

Phone: 888-778-9073 Fax: 877- 436-7096

Email worldhq@tdisdi.com

www.tdisdi.com

**THIS IS A RELEASE OF YOUR RIGHTS TO SUE! READ IT CAREFULLY.
FILL IN ALL BLANKS. INITIAL EACH PARAGRAPH BEFORE SIGNING.**

I, _____, hereby affirm that I have been advised of the inherent hazards of solo scuba diving. Further, I understand that such diving involves certain inherent risks including, but not limited to, drowning, decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries and other types of barotrauma and/or hyperbaric injuries. I further understand that by diving alone, I may not have a dive buddy to assist me should any of these, or any other, diving malady or accident occur while I am solo diving.

I, _____, understand and agree that neither my instructor(s): Tim Middleton, the facility Underwater Antics, Inc. through which I receive my instruction, nor SDI, nor any of their respective employees, officers, agents or assignees, nor the dive vessel, nor the dive operation through which I am granted the privilege of solo diving, nor my dive buddy, nor other participants in this solo diving activity (hereinafter referred to as Released Parties) may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assignees that may occur as a result of my participation in solo diving as a result of the negligence of any party, including the Released Parties, whether passive or active.

I, _____, in consideration for being allowed to solo dive, hereby personally assume all risks in connection with this activity for any harm, injury, or damage that may befall me while I am solo diving, including all risks connected therewith, whether foreseen or unforeseen, even if caused by the negligence of the Released Parties.

I, _____, further save and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assignees arising out of my enrollment and participation in solo diving, including all claims arising before, during, and after this solo diving activity, even if caused by the negligence of the Released Parties.

I, _____, further state that I am already a certified diver and have been truthful in stating my qualifications as a certified scuba diver, and have the following certifications from the following training agencies: _____ that I am aware of the required certification for solo scuba diving, and that I meet all requirements. I have been a certified scuba diver since: _____, and have been diving for: _____ years for a total of: _____ dives to a maximum depth of: _____ feet/metres (**Circle either feet or metres**).

I, _____, understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and will.

I, _____, further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

1. PLEASE COPY THE FOLLOWING STATEMENT (IN ITS ENTIRETY) ON THE BLANK LINES PROVIDED BENEATH THIS PARAGRAPH.

2. PLEASE SIGN, DATE AND WITNESS THE FORM WHERE INDICATED.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

STATEMENT:

IT IS MY INTENTION, BY SIGNING THIS INSTRUMENT, TO EXEMPT AND RELEASE THE RELEASED PARTIES 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.

COPY HERE:

I have fully informed myself of the contents of this liability release and express assumption of risk agreement by reading it before I signed it on behalf of myself and my heirs. I understand this liability release and express assumption of risk agreement expresses the complete and whole agreement between me and the Released Parties as it relates to the issues set forth herein.

Signature of Diver

Date

Witness

Date