

ACES Diving

Waiver and Release of Liability Form



In consideration of being allowed to participate in any way with ACES Diving, its athletics/sports program as related to practice, athletic training, competition, and all related events and activities, the undersigned :

1. Acknowledges and fully understands that diving, like all sports, carries a risk of physical injury. No matter how careful the diver and coach are, no matter how many spotters are used, no matter what height is used or what landing surface (including water) exists, the risk cannot be eliminated. Reduced, yes, but never eliminated. The risk of injury includes minor injuries such as bruises, and more serious injuries such as broken bones, dislocations, and muscle pulls. But the risk also includes catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck, or head.

2. Acknowledges and fully understands that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses that might result not only from their own actions, inactions or negligence but the actions, inactions, or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further that there may be other risks not known to us or not reasonably foreseeable at this time.

3. Agrees that prior to participating, or in the case of a minor participant, the parent(s) or legal guardian(s) will instruct the minor participant that prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such conditions(s) and refuse to participate.

4. Assumes all the forgoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

5. Releases, waives, discharges and covenants not to sue ACES Diving and its respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct a practice or event, all of which are hereinafter referred to as "releases," from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP THE SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

ATHLETE (Signature)

____/____/_____
DATE

ATHLETE (Printed Name)

If the athlete is less than 18 years of age then the parent or legal guardian must also sign below.

PARENT OR LEGAL GAURDIAN (Signature)

____/____/_____
DATE

PARENT OR LEGAL GAURDIAN (Printed Name)