

LIABILITY RELEASE AND ASSUMPTION OF RISK FOR DIVE AGAINST DEBRIS EVENT

September 26, 2015

(Date)

Please read carefully and fill in all blanks before signing.

I, _____, hereby declare that I am fit and a certified scuba diver trained in safe
(Participant Name)
diving practices, and am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that 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. I further understand that this activity may be conducted at site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither the Organizer, Mark McNamara DBA Transformation Scuba, nor the State/Country of Texas, USA, nor the City of Port Aransas, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations; nor Project AWARE Foundation nor its affiliates; nor any of their 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 me 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.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the activity for any harm, injury or damage that may befall me while I am a participant in this activity, including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said activity and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I declare that I am in good mental and physical fitness for this activity, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to my participation in this activity. If I am taking medication, I declare that I have seen a physician and have approval to participate in this activity while under the influence of the medication/drugs.

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. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive 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 un-enforceable 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 Release Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE THE ORGANIZERS, ^{Participant Name} Mark McNamara DBA Transformation Scuba, THE STATE/COUNTRY OF Texas, USA, THE CITY OF Port Aransas, PADI AMERICAS, INC., PROJECT AWARE FOUNDATION 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 of Participant

Date

Signature of Parent/Guardian

Date