

Breezeway Bubbles SCUBA LLC

Facility Name

## Try Diving Pool Event

REGISTRATION INFORMATION – Please print

Name (First, Last) \_\_\_\_\_ DOB: (dy/mo/year) \_\_\_\_\_

Address \_\_\_\_\_ Gender  Male  Female

City, State/Province, Country, Zip/Postal Code \_\_\_\_\_ email: \_\_\_\_\_

Phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Emergency Contact Information

Name/Relationship \_\_\_\_\_ Phone \_\_\_\_\_

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### RELEASE OF LIABILITY/ASSUMPTION OF RISK/NON-AGENCY ACKNOWLEDGMENT

Please read carefully and fill in all blanks before signing.

#### Non-Agency Disclosure and Acknowledgment Agreement

I understand and agree that PADI Members ("Members"), including Breezeway Bubbles SCUBA LLC and/or  
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any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc., or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Breezeway Bubbles SCUBA LLC and/or the instructors and divemasters associated with the activity.  
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#### Liability Release and Assumption of Risk Agreement

I (participant name), \_\_\_\_\_, hereby affirm that I am aware that skin and scuba diving have inherent risks that may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. I further understand that this program may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with this program in spite of the absence of a recompression chamber in proximity to the dive site.

(continued on reverse)

I understand and agree that neither the dive professionals conducting this program, nor the facility through which this activity is conducted, Breezeway Bubbles SCUBA LLC, nor any of their respective

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employees, officers, agents or assigns, nor PADI (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program 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 program, I hereby personally assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the academics, confined water and/or open water activities.

I understand the Try Diving Event is a program developed and used by Breezeway Bubbles SCUBA LLC  
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and not PADI. I hereby release and hold harmless the Try Diving Event and the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

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

I understand that past or present medical conditions may be contraindications to my participation in the program. I affirm that I am not currently suffering from a cold or congestion, or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, or a history of a heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

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. 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 understand that the terms herein are contractual and not a mere recital and that I have signed this Release 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 unenforceable provision had never been contained herein.

I (participant name), \_\_\_\_\_, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, PADI, AND ALL RELATED ENTITIES AND RELEASED PARTIES 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 SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant Signature

Date \_\_\_\_\_  
Day/Month/Year

\_\_\_\_\_  
Parent/Guardian Signature (where applicable)

Date \_\_\_\_\_  
Day/Month/Year