27 Appendix 15

27.1 Scientific Diver Assumption of Risk, Waiver and Release

I,______, the undersigned, in consideration of Connecticut Scuba Academy providing me with the opportunity to engage in scientific diving activities under CTSA auspices, agree that:

______1. I fully recognize and appreciate the dangers and hazards inherent in diving to which I may be exposed during diving, including but not limited to arterial gas embolism, ear and/or sinus barotrauma, decompression sickness, drowning, near-drowning, and/or dysbaric osteonecrosis and other long-term effects, yet poorly defined, and also during transportation to and from dive locations. I do hereby agree to assume all the risks and responsibilities surrounding my participation in diving or any independent research or educational activities undertaken as an adjunct thereto.

2. I understand that diving operations may be conducted at remote locations at which a recompression chamber is not available and from which evacuation to such a chamber may be delayed by many hours.

3. My participation in diving is voluntary; that I have the right and responsibility to refrain from diving if I feel the activity or conditions are not safe, that my fitness is not adequate for the dive, or for any other reason. I understand I will not be penalized in my employment or academic record for any such refusal.

4. **My authorization to dive is a privilege granted upon compliance with CTSA requirements.** I will follow the rules and precautions for conducting diving operations that are part of the requirements for my authorization to dive under CTSA auspices, as set forth in the CTSA Diving Safety Manual, as well as those procedures explained to me by the CTSA Diving Officer, Lead Diver, or his/her agents. I understand that failure to comply may result in review, restriction, or revocation of my authorization to dive under Academy auspices by the Connecticut Scuba Academy Diving Control Board.

5. FURTHER, IF I PARTICIPATE IN DIVING ACTIVITIES THAT ARE NOT AN OFFICIAL ACT OF MY CTSA EMPLOYMENT, OR IF I AM NOT A CTSA EMPLOYEE:

a. I do for myself, my heirs, executors, and administrators hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Connecticut Scuba Academy Inc, its trustees, officers, employees, agents, volunteers, and assigns from and against any and all claims, demands, and actions, or cause of action on account of damage to personal property, or personal injury or death which may result from my participation, and with or without the fault or negligence of the Academy, its trustees, officers, employees, agents, volunteers, and assigns during the period of my participation as aforesaid;

b. I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Connecticut Scuba Academy Inc, its trustees, officers, employees, agents, volunteers, and assigns from and against all claims, demands, and actions for property damage or personal injury or death which may result from my participation and with or without the fault or negligence of the University, its trustees, officers, employees, agents, volunteers, and assigns during the period of my participation.

I affirm that I have read this statement and fully understand that by signing this form I may be giving up legal rights and/or remedies regarding any losses I may sustain. I agree that if any portion of this statement is held invalid, the remainder will continue in full force and effect. I agree that I have freely and voluntarily caused this release to be executed this_day of____.

Diver Signature:

 Parent/Guardian Signature:	(if diver is under
age 18)	

Diver Name: _____ Parent/Guardian Name: