

Gray Quarry, Inc.
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT – 2022

Please read carefully and fill in all blanks before signing. I, _____, hereby declare that I am a: (circle one) ***certified diver*** trained in safe dive practices, or a ***student diver*** under the control and supervision of a certified instructor. I affirm that I am aware that snorkeling, skin and scuba diving (hereinafter "Diving") have inherent risks which may result in serious injury or death. I understand these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling, and injuries occurring while getting in or out of the water. I acknowledge that Diving carries an inherent risk of equipment failure or malfunction including, but not limited to, a free flow regulator due to cold water temperature or other water or quarry conditions.

I further understand that Gray Quarry is a man-made lake developed for aquatic activities including, but not limited to, Diving. I understand that water conditions such as visibility may change and may be affected by silting, water runoff and other natural or man-made causes. I acknowledge that there are natural features and aquatic life in the quarry, such as rocks, trees, zebra mussels, fish and a silty bottom which pose a risk of harm if I come into contact with them while Diving. I further acknowledge that there are man-made structures in the quarry that may create obstacles, such as overhead environments, and risk of harm. I further understand that there is a risk of entanglement in fishing line (due to past fishing activities in the quarry) or other materials that may have been placed in the quarry for training or other purposes. I understand there is a risk of falling rocks. I also understand that there is no lifeguard or other emergency personnel on site at Gray Quarry.

By signing this release, I, _____, certify that I am fully aware of and expressly assume the stated and inherent risks involved in Diving at Gray Quarry, whether conducted as a recreational dive or part of a diving class. I further agree to hold harmless Gray Quarry, Inc., its owners, officers, employees, agents, or assigns of Gray Quarry, Inc., and any of its subsidiary or affiliated corporations (hereinafter "Released Parties") from any and all liability as a result of any injury, property damage, death or other damages suffered by me, my family, estate, heirs or assigns that may occur as a result of my participation in Diving at the Gray Quarry for any reason whatsoever, including but not limited to, injuries or damages caused as a result of any structures, materials, water conditions, or other materials or conditions at the quarry, equipment failure or malfunction, or as the result of the negligence of any party, including the Released Parties, whether passive or active.

I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or I am the parent or legal guardian of a minor granting my permission for my child to Dive at Gray Quarry. 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 unenforceable 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 Released Parties resulting from my injury or death. I further represent that 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 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.

Printed Name _____ Date _____

Signature of Diver _____ Signature of Parent or Guardian _____

Diver Contact Info (print clearly)

First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip _____

Mobile Phone _____ Email _____

Diver Information

What is highest level of recreational diver certification? (circle)

- Open Water
- Advanced Open Water
- Rescue Diver
- Divemaster
- Assistant Instructor
- Instructor

Through which agency is this certification? (circle)

- PADI
- SSI
- NAUI
- TDI/SDI
- IANTD - GUE
- YMCA
- other _____

Cert. Date: _____

Cert. # _____