

Time: _____

Trail: _____

WAIVER AND RELEASE OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WEST END DIVING & SALVAGE CO., AMERICAN ACADEMY OF UNDERWATER EDUCATION, INC.
WEST END DIVING - BONNE TERRE, INC., DOE RUN RESOURCES

Rental: _____

EAN: _____

92's: _____

EMAIL ADDRESS: _____ STREET _____ PHONE _____

I, _____, the undersigned, of CITY _____ STATE _____ ZIP _____ hereby request permission to enter Bonne Terre Mine, Bonne Terre, Missouri ("Mine") to engage in scuba diving activities in the underground waters of the Mine. I represent and certify that my true age is _____ years. BIRTHDATE: ____/____/____ (If diver is under the age of 18 years, then diver and his/her parents and/or guardian must execute this Release.) In case of emergency notify _____ at phone no. _____

PLEASE PLACE YOUR INITIALS NEXT TO EACH OF THE FOLLOWING SECTIONS:

- _____ 1. I have been certified as a SCUBA DIVER under the (CERTIFYING AGENCY) _____ training courses. YEAR CERTIFIED _____
- _____ 2. My certification level is _____. Date of my last dive _____. My total number of dives are _____.
- _____ 3. I understand that diving can be an inherently dangerous activity, and I am aware of the risks and dangers involved in diving in the Mine, including the possibility that unanticipated risks and dangers may arise.
- _____ 4. I represent that my diving equipment is complete and is in good working order, and I have been properly trained and am competent in the use of such equipment. I represent that I have examined all equipment which I have rented, and find it to be in good working order, and certify that I have been properly trained in its use. I am familiar with the use and operation of the particular equipment I am renting, and have or will ask for instructions or the owner's manual on any aspect of the equipment on which I am not familiar, and agree not to dive with any rental equipment with which I am not completely familiar.
- _____ 5. I understand that diving with compressed air involves certain inherent risks, including decompression sickness, embolism, or other hyperbaric injuries. I further understand that even though I follow all the appropriate dive practices, there is still some risk of sustaining these injuries, and I expressly assume the risk and responsibility of said injuries.
- _____ 6. I understand that there is no recompression chamber at the Mine, the Mine is a remote site, the closest recompression chamber over 80 miles away, and that it could take several hours for me to obtain access to such recompression chamber. I still choose to proceed with diving at the Mine in spite of the absence of a recompression chamber in proximity to the Mine.
- _____ 7. I carry adequate private insurance to handle any medical problems I may develop in connection with my upcoming dive at the Mine.
- _____ 8. I certify that I am in good physical and mental health, and have no pre-existing medical condition(s) which might present a hazard to my health & safety while SCUBA DIVING.
- _____ 9. I understand that safe practices for scuba diving include but are not limited to the following:
- (a) I will not scuba dive at the Mine while under the influence of alcohol, drugs and/or any other controlled substance.
- (b) I will not dive alone or with a person with whom I have not thoroughly discussed the dive plan. Each of us will review one another's diving equipment and emergency procedures before each dive.
- (c) I will dive with a buoyancy control device that has a power inflation system, a depth gauge, a submersible pressure gauge and a timing device.
- (d) I will adjust weights to maintain neutral buoyancy with no air in my buoyancy control device at the surface of the water and position weights to keep the quick-release buckle centered and accessible at all times.
- (e) I will not dive in conditions in which I do not feel comfortable or that I believe exceed my physical abilities.
- (f) I will surface with at least 300-500 psi in my air tank and will not stay underwater until my air supply is exhausted.
- (g) I am proficient with the use of a dive table and/or the dive computer with which I am diving.

_____ 10. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during my diving at the Mine. If I am injured at the Mine as a result of a heart attack, panic attack, hyperventilation or other injury/illness related to diving, I expressly assume the risk of said injuries.

_____ 11. I represent that I am participating on a voluntary basis and that I am not an employee or agent of West End Diving & Salvage Co., West End Diving - Bonne Terre, Inc., American Academy of Underwater Education, Inc., and/or Doe Run Resources (the "Releasees").

_____ 12. In consideration of the opportunity to dive in the Mine, I hereby expressly and with full knowledge, assume all risks incidental to such diving activities and on behalf of myself, my heirs, personal representatives and estate, do hereby release, waive, discharge, agree not to sue and hold harmless Releasees and their respective officers, directors, employees and agents, from any and all liability, costs and expenses in the event I suffer property damage, personal injury or loss of life while diving or preparing to dive in the Mine, **whether caused by, or compounded by or increased by the negligence of Releasees.**

_____ 13. By executing this Release, I intend to discharge, waive and relinquish any and all suits, claims, demands and actions or causes of actions, **including but not limited to, any such suits, claims, demands, actions or causes of actions for negligence, product liability, strict liability, premises liability or other faults (but not including reckless or intentional conduct)**, which I, my heirs, personal representatives, assignors or any other person or entity claiming by, through or under me, might otherwise have against the Releasees, or their respective officers, directors, employees, insurers, and agents, as a direct or indirect result of any accident or incident in the Mine. I agree to not publish any images or comments about Bonne Terre Mine, West End Diving & Salvage Co., American Academy Of Underwater Education, Inc., West End Diving-Bonne Terre, Inc., officers, directors, employees and agents without the express written consent of an officer of aforementioned companies. I agree to hold harmless the aforementioned Corporations, for using images of myself, etal, which may be published by them.

_____ 14. No employee, agent or other representative of Releasees has made any statement or representation to me which is contrary to or inconsistent with the information and statements contained in this Release.

Initial 15,16,17 on Dock

_____ 15. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in the course and/or activity diving in the Mine.

_____ 16. I have inspected the underground premises of the Mine and have viewed the flooded area.

_____ 17. I have viewed the video "**Risk Awareness 3**", and understand it.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT IN CONSIDERATION FOR THE OPPORTUNITY TO DIVE IN THE MINE.

IN WITNESS WHEREOF, I have executed this Waiver and Release of Liability, Assumption and Risk of Indemnity Agreement on ____/____/____ date

Releaser Signature

Witness Signature

As parent/guardian, I am signing this Release on behalf of my minor child/ward and agree to be specifically bound by all of the terms and conditions of the Release.

Releaser Signature

Releaser Printed name

Witness Signature

WARNING

TOURS ARE GUIDED. ALWAYS STAY BEHIND A TOUR GUIDE. KEEP THE OVERHEAD LIGHTS IN FULL VIEW AT ALL TIMES. IF YOU BECOME LOST IN THE MINE, YOU MAY DROWN.