**Grand Adventure Charters, LLC**

**Liability Agreement**

Participant’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Diver Certification Level (C-Card) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Certification Agency \_\_\_\_\_\_\_\_\_\_\_

Dive Insurance Agency and Policy Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the diving activities offered by Grand Adventure Charters, LLC. If the participant is a minor, at least one parent or legal guardian must sign to evidence agreement to these terms and conditions. The signature of a parent or legal guardian will be construed as consent on behalf of both the person signing and, to the fullest extent allowed by law, on behalf of the minor participant.

In consideration of the services of Grand Adventure Charters, LLC, I understand and agree as follows:

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| Initials | 1. I represent that I am certified by the above dive Certification Agency and have received the Diver Certification Level identified above. I have the necessary training and experience commensurate with such certification. |
| Initials | 1. I represent that I am familiar with all of the inherent risks and dangers associated with SCUBA diving, including but not limited to decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of breathing gas supply, risk of becoming lost or disoriented while underwater, becoming entangled or entrapped in underwater objects, sudden onset of illness underwater, and all other risks and dangers that may cause injury or death while SCUBA diving. I understand that the risks described, and others, including the possibility of negligence of other participants and staff, are inherent in these activities. |
| Initials | 1. **I expressly ASSUME ALL RISKS inherent in or otherwise associated with SCUBA diving and the services provided by Grand Adventure Charters, LLC, including the risk of serious injury or death. I understand that I am voluntarily undertaking to participate in an inherently dangerous activity, and I represent that I have sufficient training and experience to understand and appreciate all of the risks associated with SCUBA diving.** |
| Initials | 1. **I agree, to the fullest extent allowed by law, to indemnify, including the payment of attorney’s fees, Grand Adventure Charters, LLC, together with its owners, members, employees, officers, and staff (each an “Indemnified Party”) from any claim of injury, disability, death or other loss or damage to person or property, brought by me, a co-participant in the activities, a rescuer, a member of my family, or anyone else, related in any way to, or arising in whole or in part from my participation in the services provided by Grand Adventure Charters, LLC. This agreement of indemnity includes loss or damage caused or claimed to be caused in whole or in part by the negligence of an Indemnified Party.** |
| Initials | 1. I acknowledge that Grand Adventure Charters, LLC provides transportation to and from SCUBA dive sites and above-water dive management services. Grand Adventure Charters, LLC does not provide or inspect SCUBA equipment, nor does it provide under-water dive services to the participants. I acknowledge that Grand Adventure Charters, LLC does not, and has not provided me with any SCUBA or other equipment, and that I am solely responsible for providing my own equipment and breathing gases. I further acknowledge that I am solely responsible for inspecting all of my SCUBA equipment and ensuring that it is in good working order and analyzing my breathing gasses prior to diving. |
| Initials | 1. I am in sufficient physical condition for SCUBA diving, and I expressly assume the risk of suffering from any heart, lung, or other illnesses while diving or aboard the dive boat. |
| Initials | 1. I understand that being under the influence of prescription or illegal drugs or alcohol may increase my risk of injury or death while SCUBA diving, and I represent that I have not consumed or ingested any drugs or alcohol prior to the dive. |
| Initials | 1. I agree to notify Grand Adventure Charters, LLC and its employees immediately of any condition I discover that might adversely affect my safety or the safety of any other participant. |
| Initials | 1. I agree that I am solely responsible for planning and carrying out my own dive, and I am responsible for my own safety. I acknowledge that Grand Adventure Charters, LLC is not responsible for providing me with a diving partner or in any way coordinating my dive with another diver. |
| Initials | 1. I understand that the dive boat and dive site may be located in remote locations, which may result in a significant delay in my ability to receive appropriate medical treatment, should the need arise. I further understand that this delay may result in further serious injury or death. |
| Initials | 1. I consent to the reproduction and use by Grand Adventure Charters, LLC of photographs, videos and other images and sound recordings of me without compensation for advertising or other purposes; and I release Grand Adventure Charters, LLC and every other Indemnified Party from liability for any violation of any personal or proprietary right I may have in connection with such reproduction or use. |
| Initials | 1. I agree that any proceeding arising out of or relating to my participation in the services provided by Grand Adventure Charters, LLC or this Agreement shall be brought only in the Circuit Court for the City of Virginia Beach, Virginia, or in the United States District Court for the Eastern District of Virginia, Norfolk Division, and I irrevocably submit to the exclusive jurisdiction of each such court, waive any objection to venue or to convenience of forum, agree that all claims in respect of the proceeding shall be heard and determined only in such court, and agree not to bring any proceeding arising out of or relating to this Agreement in any other court. I further agree that any dispute, including any lawsuit brought by me or involving the interpretation of this Agreement, shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflict of law principles that would require the application of any other law. I agree to pay all costs and attorney’s fees incurred by any Indemnified Party in defending a claim or suit brought by me or on my behalf. If any portion of this agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect. |

Signature of Participant: Date:

Signature of Parent/Legal Guardian: Date:

Parent/Legal Guardian Printed Name: