

## **SCUBA DIVING LIABILITY WAIVER AND RELEASE**

**\*\*PLEASE READ CAREFULLY BEFORE SIGNING\*\***

I, \_\_\_\_\_ (the "Participant"), residing at \_\_\_\_\_, acknowledge that I am over the age of eighteen (18) or have the content of my parent or guardian, and have been informed of the inherent risks of Scuba diving and related activities, including but not limited to those outlined below.

### **1. ASSUMPTION OF RISK**

The Participant certifies and warrants that they are at least 18 years old or have the consent of their parent or guardian. The Participant acknowledges that scuba diving involves inherent risks, dangers, and hazards, including, but not limited to, equipment failures and malfunctions; (ii) sudden changes in weather, water conditions, or currents; (iii) underwater obstacles, marine life encounters, and environmental hazards; (iv) decompression sickness, embolism, or other pressure-related injuries; (v) drowning, near-drowning, or other water-related injuries; (vi) barotraumas, including ear and sinus injuries; (vii) hypoxia, hyperoxia, nitrogen narcosis, or other breathing-related complications; (viii) injuries related to entering or exiting the water, or boarding and disembarking vessels; (ix) accidents involving other participants or third parties; and (x) the possibility of serious physical injury, illness, psychological trauma, or death. The Participant hereby expressly, voluntarily, and irrevocably assumes all such risks, dangers, and hazards associated with scuba and diving activities, whether known or unknown, and whether caused in whole or part by the negligence of the Released Parties (as defined below).

### **2. RELEASE OF LIABILITY AND WAIVER OF NEGLIGENCE**

The Participant, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, hereby fully and forever releases, waives, discharges, and covenants not to sue Devil's Den, LLC, and D.D. Diving, Inc., their owners, directors, employees, agents, affiliates, partners, volunteers, independent contractors, equipment manufacturers, and facility operators (collectively, the "Released Parties") from any and all claims, demands, rights, actions, suites, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that the Participant may have or acquire against the Released Parties arising out of, or in any way related to, the Participant's involvement in scuba or diving activities, including, but not limited to, claims for personal injury, illness, death, and/or property damage. This release of liability applies to any and all claims permitted by law, including, but not limited to, the negligence, actions, or inaction of the Released Parties and covers all activities associated with scuba and diving activities, including, but not limited to, travel to and from dive sites, boat operations, equipment usage, and instruction. The Participant agrees that this waiver and release is intended to be as broad and inclusive as permitted under Florida law and that if any portion thereof is held invalid, it is agreed that the remaining portion shall continue in full legal force and effect.

### **3. INDEMNIFICATION**

The Participant hereby agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, actions, suits, procedures, costs, expenses, damages, losses, and liabilities of any kind, including attorneys' fees, costs, and expenses arising out of or related to the Participant's involvement in the scuba diving activities with the Released Parties, including, but not limited to, claims brought by third parties for personal injury, illness, death, and/or property damage.

### **4. EQUIPMENT RESPONSIBILITY**

The Participant acknowledges that they may rent or provide their own equipment to participate in scuba diving activities. The Participant further acknowledges that it is the Participant's sole responsibility to ensure that any such equipment, rented or otherwise, is in proper working condition, and that said equipment is being used as designed and intended.

**5. MEDICAL CERTIFICATION AND FITNESS TO PARTICIPATE**

The Participant represents and warrants that they are in good physical and mental health and do not suffer from any medical conditions that would prevent their safe participation in scuba diving and related activities.

**6. USE OF IMAGE AND LIKENESS**

The Participant grants Devil's Den, LLC, and D.D. Diving, Inc., and any related companies, permission to use their name, image, likeness, and any photographs, videos, or other recordings taken during the scuba diving activities and related activities for promotional, educational, or commercial use without compensation, further notice, or consent.

**7. COMPLIANCE WITH SAFETY PROTOCOLS**

The Participant agrees to: (i) follow all safety protocols, instructions, and guidelines provide by Devil's Den, LLC, and D.D. Diving, Inc., and any related companies, and their representatives during scuba diving and related activities; (ii) inspect all equipment before use and notify a representative immediately of any apparent defects; (iii) refrain from participating in any scuba diving or related activities while under the influence of alcohol, drugs, or any other substance that may impair the Participant's judgment or abilities; (iv) honestly and accurately represent their level of experience, physical fitness, and medical conditions; (v) dive within the limits of their training, experience, and physical capabilities; and (vi) immediately cease participation and notify a representative if any time the Participant feels uncomfortable or unsafe during the scuba diving or related activities. The Participant acknowledges that failure to comply with these safety protocols may result in their immediate removal from the scuba diving and/or related activities and forfeiture of any fees paid.

**8. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed and construed by the laws of the State of Florida, without regards to its conflict of laws principles. Any disputes arising out of related to this agreement or the Participant's participation in scuba diving or related activities, shall be resolved exclusively in Levy County, Florida.

**9. SEVERABILITY AND SURVIVAL**

If any provision of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalidity, illegality, or unenforceable provision was not contained herein. The provisions of Section 2 (Release of Liability and Waiver of Negligence), Section 3 (Indemnification), Section 6 (Use of Image and Likeness), Section 8 (Governing Law and Jurisdiction), and Section 11 (Waiver of Jury Trial) shall survive the termination or expiration of this agreement.

**10. ENTIRE AGREEMENT AND MODIFICATION**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all prior agreements, understandings, and representations, whether written or oral. This agreement may only be modified by a written instrument signed by all parties.

**11. WAIVER OF JURY TRIAL**

**THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

Date: \_\_\_\_\_ Participant/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Instructor Signature: \_\_\_\_\_