

TNT DIVING  
GENERAL RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate in the amateur diving program conducted by TNT Diving. Including any related events, activities and coaching instruction, the undersigned:

1. Agree that prior to participating, or in the case of a minor participant, the parent(s) or legal guardians will instruct the minor participant that prior to participating, the participant should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, the participant shall immediately advise his or her coach or supervisor of such condition(s) and the participant shall refuse to participate until such unsafe condition is corrected. \_\_\_\_\_ (initial)
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including physical disfigurement, mental anguish, permanent disability (partial or total) and death, and severe social and economic losses which may result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others, the rules of play or the condition of the premises or of any equipment used. Further, acknowledge and fully understand that there may be other risks not known or reasonably foreseeable in TNT Diving its coaches or staff. \_\_\_\_\_(initial)
3. Assume all risks associated with participation in the TNT Diving amateur diving program, including those set forth in the foregoing paragraph 2 whether such risks are foreseeable or not, and accept personal responsibility for any damages resulting from an injury, disability or death resulting in whole or part form participation in TNT Diving amateur program. \_\_\_\_\_(initial)
4. Release, waive, discharge, and covenant not to sue TNT Diving its administrators, directors, agents, officers, shareholders, coaches, and/or other employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and/or lessors of the premises used to conduct the event or instruction (collectively "releases") from any and all present or future claims, rights, demands, controversies, damages, actions, causes of action and/or liability of every nature and kind whatsoever, either in law or in equity ("Claims") which the undersigned may have against the Releases for Claims caused or alleged to be caused in whole or in part of the actions, inactions or negligence of the releases. \_\_\_\_\_(initial)
5. The undersigned fully understands that any one of them may suffer injuries or damages that are currently unknown and that unknown complications may arise develop or be discovered in the future. The undersigned hereby waive any rights to assert in the future any such claims not now known or suspected even though, if such claims were known, such knowledge would materially affect the terms of this Release. In entering into this Release, the parties declare that they fully understand the terms of this Release and voluntarily enter into the Release and voluntarily accept its provisions. Further, the undersigned represent that they have completely read all the terms and conditions hereof and that such terms are fully understood and voluntarily accepted by the parties. Further, the undersigned warrant, represent and agree that they are not relying on the advice of TNT Diving, its administrators, directors, agents, shareholders, officers, coaches, or other employees as to the legal or other consequences arising out of this Release. \_\_\_\_\_(initial)
6. This Release shall be construed in accordance with and governed by the laws of the State of Pennsylvania and shall be binding upon and inure to the benefit of the respective parties, their successors and assigns.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING AND SIGN IT VOLUNTARILY.

Athlete (Signature) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Athlete (Printed) \_\_\_\_\_

**If Athlete is less than 18 years if age, the parent or legal guardian must also sign below.**

Parent or Legal Guardian (signature) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Relationship \_\_\_\_\_