



ODD Club

Liability Release and Assumption of Risk – 2016

This form must be completed, signed and submitted by all active dive club members. A new form is required each year and must be submitted with annual membership renewal.

I, _____, hereby affirm that I am a certified diver and have been advised and am fully aware that skin and scuba diving, and associated activities, have inherent risks which may result in serious injury or death.

- I understand that this liability release and assumption of risk hereby encompasses and applies to all diving and non diving activities organised by the Ocean Diver Dive Club in which I choose to participate.
- I understand that this release applies to all members, leaders, agents and each of their personal representatives of the Ocean Diver Dive Club through which such activities are organised
- I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are organised by the Ocean Diver Dive Club may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.
- I understand and agree that to the maximum extent permitted by English law, the Ocean Diver Dive Club, their members, leaders, agents, contracted skippers / boat owners / boat crew and their respective successors, personal representatives or assigns (hereinafter referred to as "Released Parties") may not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active. The foregoing is not intended to exclude the liability of any released parties for death or personal injury caused by negligence or for other liability which cannot be validly excluded under English law.
- In consideration of being allowed to participate in these diving and non-diving activities, I hereby personally assume all risks, whether foreseen or unforeseen, that may befall me while I am a participant in these activities including, but not limited to, slips, falls, air expansion injuries, drowning, decompressions sickness, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, or other perils of the sea. The foregoing is not intended to exclude the liability of any released parties for death or personal injury caused by negligence or for other liability which cannot be validly excluded under English law.
- I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrolment and participation in these activities including both claims arising during the activity or after.
- I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.
- I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
- 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 death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS 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.

Print Name

Signature (parent or guardian if under 18)

Date _____