SCUBA West Inc. dba Heinerth's Scuba West / Hudson Grotto
Complete Liability Release, Assumption of Risk & Hold Harmless Agreement
THIS IS A WAIVER OF YOUR RIGHT TO SUE
******read carefully before signing******

I, _____, hereby agree that:

_____I knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, hereby waive any and all rights or claims I may have against Heinerth's Scuba West, its employees, officers, agents, contractors or assigns (hereinafter "Released Parties"), for any and all personal injury, death or property damage I may suffer as a result of my being on the premises, my participation in SCUBA and snorkeling activities, and the negligence of the Released Parties, whether passive or active. I hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of skin and SCUBA diving. I agree to dive within the limits of my training and experience and will not dive without a buddy. I agree to surface from my dive with at least 500 psi/40bar gas remaining in my tank and adhere to all safe diving practices.

_____Further, I understand that SCUBA diving involves certain risks and is inherently dangerous. Injuries can occur that require treatment in a recompression chamber. I hereby assume all risks of injury to myself, including but not limited to, death by drowning or other cause, or other accidents such as air embolism, the bends and other related diving injuries; and to my property, in connection with all SCUBA diving activities, for any harm, injury or damage that may befall me because of my participation in any activity on site, whether foreseen or unforeseen. I still choose to proceed with these activities despite the absence of a recompression chamber in close proximity to the dive site.

_____I assert that I am physically fit to participate in the activity of swimming, SCUBA diving and snorkeling and I agree by way of my signature that I will not hold any of the released parties or above-named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while swimming, SCUBA diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with SCUBA diving.

_____For myself, my heirs, personal representatives, or assigns, from the date of this Agreement and forever hereafter, hold the Released Parties harmless and blameless for any injury to myself, including death, that may occur because of my participation in SCUBA diving activities, however caused including the negligence of the Released Parties. Should I, my heirs, personal representatives, or assigns institute any action against the Released Parties arising out of injury to me or damage to my property because of SCUBA diving, then in that event, I for myself and my heirs, personal representatives, and assigns, HEREBY AGREE to pay all costs of such action, including attorney's fees incurred by the Released Parties.

_____I further state that I am of lawful age and legally competent to sign this Agreement OR that I am the natural guardian (parent) or legal guardian of the participating minor. I understand the terms herein are contractual and not a mere recital; and that I have signed this document 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.

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_____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 state that 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 understand and agree the terms and conditions of this Agreement will remain in effect for the entire period identified below and for all activities in which I participate at Hudson Grotto and Heinerth's Scuba West.

_____I HAVE INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT.

_____I AM THE PARENT (NATURAL GUARDIAN) OR LEGAL GUARDIAN OF THE MINOR CHILD NAMED BELOW. I EXPRESSLY STATE THAT I HAVE READ AND AGREE TO THE ATTACHED NOTICE, WHICH IS INCORPORATED INTO THIS AGREEMENT IN ITS ENTIRETY.

Effective Date: beginning: _____through:_____

Diver's Signature:_____

Diver's Name (Printed):_____

Parent / Guardian Signature:_____

Address:_____Apt:_____

City:_____State:_____Zip:_____

Phone: (_____)_____Email:_____@_____

Emergency Contact: Name:_____Phone:_____

Name of Instructor or Witness Signature if not in a class:_____

Vehicle Make/Model and License Plate #:_____

Estimated Departure Time:_____

INSTRUCTOR CONDUCTING TRAINING: By signing your student's liability release, you agree to teach by the standards of your recognized national or international training agency. Any instructor found to be violating the standards of his/her training agency will be immediately expelled from the premises and will lose future site privileges.

FOR MINORS, NOTICE MUST BE ATTACHED.

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NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HUDSON GROTTO AND HEINERTH'S SCUBA WEST USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM HUDSON GROTTO AND HEINERTH'S SCUBA WEST IN A LAWSUIT FOR ANY PERSONAL INURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HUDSON GROTTO AND HEINERTH'S SCUBA WEST HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent / Guardian Signature:_____

Date: _____