LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT
FOR ENRICHED AIR (NITROX) DIVING

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware
(Name)
that skin and scuba diving have inherent risks which may result in serious injury or death and am aware of the particular hazards of scuba diving with oxygen enriched air.

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 also understand that diving with oxygen enriched air ("Enriched Air") involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the open water diving trips which are necessary for training and for certification 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 instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), _____**Southern Cross Club**_____,

the facility through which I receive my instruction, _____**Southern Cross Club**_____,

nor PADI Americas, Inc. nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may 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.

In consideration of being allowed to participate in this course, I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this course, 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 will inspect all of my equipment prior to the activities and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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 benefi ciaries 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 benefi ciaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE
(Name)

TO EXEMPT AND RELEASE MY INSTRUCTORS, _____**Southern Cross Club**_____,

THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, ____**Southern Cross Club**_____,

AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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.

_____ _____
Student Signature Date (Day/Month/Year)

_____ _____
Signature of Parent or Guardian Date (Day/Month/Year)

Diver Accident Insurance? ❒ NO ❒ YES Policy Number _____