



A Nitrox release form must be filled out prior to the trip if you will be breathing Nitrox.

## Liability Release and Assumption of Risk for Enriched Air (Nitrox) Diving

Please read carefully. Fill in all blanks and initial each paragraph before signing.

\_\_\_\_\_ **N A M E** \_\_\_\_\_ hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving and the particular hazards of scuba diving with oxygen enriched air.

\_\_\_\_\_ I understand that diving with oxygen enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Also, I understand the usual inherent risks of scuba diving; including, but not limited to, decompression sickness, air embolism, drowning, or other injuries; may occur that require treatment in a recompression chamber.

\_\_\_\_\_ I fully understand the maximum safe depth limits for diving with Enriched Air and the consequences of exceeding limits, which can include oxygen toxicity, convulsions, drowning and death.

\_\_\_\_\_ I understand and agree that Jolly Rogers II Charters and owners, James H. and Patricia M. Zurbrick and crew, (hereafter referred to as "Released Parties") may not be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ In consideration of being allowed to dive with Enriched Air, I hereby personally assume all risks in connection with said diving, for any harm, injury or damage that may befall me while I am diving with Enriched Air, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further save and hold harmless "Released Parties" from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this Enriched Air diving.

\_\_\_\_\_ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this diving and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed individuals 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 that the terms herein are contractual and are not a mere recital, and I have signed this document of my own free act.

IT IS THE INTENTION OF \_\_\_\_\_ **N A M E** \_\_\_\_\_ TO EXEMPT AND RELEASE JOLLY ROGERS II CHARTERS, OWNERS JAMES H. AND PATRICIA M. ZURBRICK AND CREW, 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

DATE (Date/Month/Year)

SIGNATURE

DATE (Where applicable)

SIGNATURE OF PARENT OR GUARDIAN (Where applicable)