



## **BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK**

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby affirm that I am a certified diver and that I thoroughly understand the hazards of scuba diving including those hazards occurring during the boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives.

I understand and agree that neither Jolly Rogers II Charters or the owners, James H. or Patricia M. Zurbrick or the crew of the vessel, (hereinafter referred to as "Released Parties") may not be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation on this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Release Parties, whether passive or active. I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

I further affirm, prior to leaving the dock, I will inspect all equipment to be used.

I understand and have a duty to carry out my own dive and to be responsible for my own safety and the safety of my buddy. I WILL REMAIN WITH MY BUDDY AT ALL TIMES.

I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500PSI remaining in my tank. I will immediately stop my dive if:

- (a) I feel uncomfortable with my diving abilities, and/or
- (b) Diving conditions are worse than those for which I have been trained or for which I have experience.

I am aware of the dangers of holding my breath while diving and the dangers associated with rapid / ascents and will not hold the above named persons or entities responsible for such acts

If I become distressed on the surface, I will IMMEDIATELY drop my weight belt and inflate my B.C. for permanent flotation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal.

I fully understand and I am aware that the dive boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

I, \_\_\_\_\_, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE READ AND UNDERSTAND THE FORGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE DATE (DAY/MONTH/YEAR)

\_\_\_\_\_  
SIGNATURE OF PARENT OF GUARDIAN (where applicable) DATE (DAY/MONTH/YEAR)