This document needs to be filled out completely, signed by the student and a witness. If the student is under the age of 18 a parent's signature is required.

Waiver and Release of Liability
Assumption of Risk and Indemnity Agreement

*— THIS FORM IS TO BE USED FOR ALL DIVING ACTIVITIES **OTHER THAN ENTRY-LEVEL** TRAINING —*

In consideration of permitting me, _____ (PARTICIPANT'S NAME) to enroll in a snorkeling/scuba diving instructional course and/or participate in snorkeling/scuba diving activities and related operations conducted by **High Plains Scuba Staff** (DIVE LEADER'S NAME) through the facility of **High Plains Scuba Center** (DIVE BUSINESS NAME) in the city of **Fort Collins** in the County of **Larimer**, and State of **CO**, beginning on the _____ day of (month) _____, 20 _____, I, for myself, my personal representatives, heirs and next of kin:

HEREBY acknowledge that **SNORKELING/SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY** and involves the risk of serious injury and/or death and/or property damage. **I FURTHER ACKNOWLEDGE** that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance of travel. **I UNDERSTAND** that the open water diving trips which are necessary for training and certification or for other diving activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Scuba Schools International, the above dive business, its facility, the dive leader, or any of its officers, instructors, agents or employees (the Releasees) **FROM ALL LIABILITY TO MYSELF**, my personal representatives, assigns, heirs, and next of kin **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise, **I HEREBY SEPARATELY** agree to **INDEMNIFY** and **SAVE** and **HOLD HARMLESS** the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the negligence of the Releasees or otherwise.

HEREBY acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES** and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in the course and/or activity of snorkeling or scuba diving and related diving operations.*

Participant's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE REQUIRED)

Witness _____ **Date**_____

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees. Additionally, I understand the risks of injury while snorkeling or scuba diving and have had the opportunity to personally discuss the diving activities or instructional program with the Dive Leader prior to commencement of the minor child's snorkeling or scuba activities.*

Mother's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) **Date** _____

Father's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) **Date** _____

Guardian's Name _____ ▲ (PLEASE PRINT) _____ ▲ (SIGNATURE) **Date** _____

***NOTE:** This Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is to be signed by the minor child as a participant, as well as by one or both parents or the guardian.*

© 1994 Concept Systems, Inc.