

CENTRAL CALIFORNIA COUNCIL OF DIVING CLUBS, INC 2021

ASSUMPTION OF RISK / COMPLETE RELEASE OF LIABILITY AGREEMENT

READ THIS DOCUMENT CAREFULLY - IT EFFECTS YOUR LEGAL RIGHTS

In consideration of being allowed to participate in Activities,

I, _____,

hereby voluntarily agree to the complete unaltered printed terms of this document as evidenced by my signature below. I am a competent swimmer, underwater competitor and/or certified scuba diver, or I am in training for these Activities. I understand these Activities are dangerous and there are significant risks of serious injury or death associated with these Activities that cannot be eliminated. Activities including, but not limited to, learning, practicing, competing, instructing, coaching, refereeing or participating in swimming, breath-holding, skin diving, snorkeling, scuba diving, spearfishing, underwater hockey, underwater rugby, underwater photography, boating and all related activities (referred to as "Activities"). Despite the risks of injury or death, I voluntarily choose to participate in these Activities. I hereby assume the risk of any injury or death associated with these Activities. I will not hold any person, business, organization, facility or the Released Parties responsible if I am injured or die as a result of my participation in these Activities. I understand that participation in these Activities will be physically strenuous and, I hereby confirm, that I am physically, mentally and medically competent to participate in these Activities. I will not hold any person, business, organization, facility or the Released Parties liable if I am injured or die as a result of my physical, mental or medical condition. In the event I am injured or incapacitated and in need of first aid or resuscitation, I hereby authorize anyone to provide care to me and agree to release all persons, businesses, organizations, facilities and Released Parties of all liability for my care. I understand that medical care may not be available at the Activity and that my condition may become worse while waiting for rescue, resuscitation and/or medical care. Despite these risks, I voluntarily choose to participate in the Activity. I will not hold any person, business, organization, facility or the Released Parties responsible if I am injured or die as a result of failure to provide proper and timely rescue, resuscitation and/or medical care. I understand and hereby agree that these Activities have rules, regulations and safety guidelines which I agree to follow completely. I understand and agree that these Activities require specialized equipment, including but not limited to, life support equipment; and it is my responsibility to inspect and verify the proper function of all equipment I may use prior to entering the water, regardless of who supplies the equipment. I understand that failure to properly inspect and properly use equipment associated with these Activities may lead to injury or death. Despite these risks, I voluntarily choose to participate anyway. I will not hold any person, business, organization, facility or the Released Parties responsible for any injury or death as a result of equipment failure, malfunction, misuse or any other equipment related problem. I have discussed my participation in these Activities, and the risk of injury or death inherent of these Activities, with my family, heirs, executors, and assigns, and they have authorized me to commit to the terms of this document. On behalf of myself, my heirs, estate, executors, assigns and all others (referred to as "Releasees"), I hereby agree to waive and release all parties, persons, businesses, organizations, facilities and Released Parties from any claim, cause of action, lawsuit, costs, responsibility or liability whatsoever for my injury or death associated with participation in these Activities. In the event any Releasee presents a claim or lawsuit for my injury or death as a result of my participation in these Activities, I hereby agree, and on behalf of my estate, to be fully liable to the Released Parties for the complete cost of the claim or lawsuit, including all defense costs. I agree that under no circumstances will I or the Releasees present a claim or lawsuit to any party, person, business, organization, sponsor or facility, including but not limited to the Central California Council of Diving Clubs, Inc, CenCal, and/or their officers, directors, employees, agents, volunteers, representatives, sponsors, agencies, advertisers, other participants, all facilities, all events, and all businesses (referred to as "Released Parties") for any injury or death as a result of my participation in these Activities. On behalf of myself and the Releasees, I hereby waive and release all Released Parties of any negligence, including but not limited to, acts or omissions by any party, person, business, organization or facility including but not limited to negligence by or of the Released Parties. I hereby agree to indemnify, hold harmless and refrain from a claim or lawsuit for any negligence leading to my injury or death. I hereby agree to this COMPLETE RELEASE OF MY RIGHTS TO SUE the Released Parties. I declare I am over the age of 18 and legally competent to agree to the terms of this document or I have obtained the agreement and signature of my parent or guardian. I understand this is a contractual agreement between myself (and on behalf of Releasees) and the Released Parties. I have read, understand and agree with the complete printed terms of this agreement without alteration of the terms, other inducement or duress. I understand that by signing this document I am giving up legal rights for myself and the Releasees. I agree that in the event of a legal dispute regarding this document or my participation in these Activities, the

jurisdiction for resolution shall be the Superior Court of California, Alameda County and shall be governed by the laws of that jurisdiction. I agree that in the event any part of this agreement is found to be unlawful, then the remainder of the agreement shall remain in full force and effect. I hereby agree to be bound by the terms of this document for the calendar year in which I have signed and dated the document or until I decide to no longer participate in the Activities.

Participant's Signature: _____ Print Name: _____

Date: _____ Participant's Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Home

Club: _____ Parent or Guardian's Signature: _____

Print Name of Parent or Guardian: _____

Parents or guardians, by signing this document you hereby agree to the terms of the document on behalf of you and the Releasees. Additionally, in the event your minor successfully seeks a claim or lawsuit against the Released Parties, you hereby agree to be liable to the Released Parties for all claims, settlements, awards, judgments, defense and all other costs associated.