

# **Reel Action LLC and Omega Sportfishing Inc. DBA Aquatic Life Divers, Scuba Diving, Snorkeling and Boat Passenger Waiver Assumption of Risk and Complete Release of Liability**

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE Reel Action LLC and Omega Sportfishing Inc., DBA Aquatic Life Divers, THEIR OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SCUBA DIVING, SNORKELING AND BOATING, included but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting water, decompression sickness embolism, other hyperbaric activities requiring treatment in a recompression chamber, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
2. I UNDERSTAND THAT DIVING OPERATIONS MAY BE CONDUCTED AT A SITE THAT IS REMOTE FROM A RECOMPRESSION CHAMBER AND COMPETENT MEDICAL ASSISTANCE. Additionally, I understand that there are also risks associated with travel, including but not limited to the possible injury and loss of life as a result of a dive boat accident, as well as travel to and from dive sites.
3. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
4. I UNDERSTAND THE HAZARDS OCCURRING DURING BOAT TRAVEL TO AND FROM THE SITE. I understand that these hazards include slipping and falling while on board, being cut or struck by a boat while in the water, injuries while getting on or off a boat, wind damage, loss of personal items due to wind and sea conditions, personnel and equipment failure, and other perils of the sea.
5. I assert that I am physically fit to scuba dive, snorkel and/or ride on a boat and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while scuba diving, snorkeling, riding on the boat, or otherwise for participating in the trip.
6. I UNDERSTAND THAT SCUBA DIVING IS A PHYSICALLY STRENUOUS ACTIVITY and that I will be exerting myself during this diving excursion, 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 Released Parties responsible for the same.
7. I assert that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs.
8. I will inspect all of my equipment prior to the activity 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 snorkeling or diving.
9. I will not remove my floatation device at any time while in the water. I acknowledge that doing so will constitute a violation of safety rules and procedures for which I expressly assume the risk.

10. If I become distressed at the surface, I will immediately inflate my floatation device for floatation assistance.
11. The participating dive store and/or boat have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event that I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance or rescue or first aid.
12. I understand that I may be offered food or beverages. I expressly assume the risk of any injury or illness resulting from my consumption of food or beverages provided. I am aware that the food offered may not have been prepared in a commercial kitchen. I accept full responsibility for any allergic reaction or food borne illness or injury that may occur as a result of interaction with or consumption of the offered food or beverages. By signing this waiver, I release the Released Parties from any liability with regard to possible food-borne illness or injury from food or beverages offered to me.
13. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH SCUBA DIVING, SNORKELING AND BOATING ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
14. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between the Released Parties and the undersigned. There are NO WARRANTIES express or implied, which extend beyond the description of the activity listed in this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT. I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

\_\_\_\_\_  
 Signature of Participant      \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Date      Telephone      Diver Certification #/Agency

\_\_\_\_\_  
 Print Name      \_\_\_\_\_  
 Address      \_\_\_\_\_  
 City, State      Zip

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Release and, for myself, my child, all heirs and assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

\_\_\_\_\_  
 Signature of Parent or Guardian      \_\_\_\_\_  
 Print Name of Parent or Guardian      \_\_\_\_\_  
 Date