

**WEST POINT DIVE PARK
AQUATIC ACTIVITIES
LIABILITY RELEASE AND
ASSUMPTION OF RISK AGREEMENT**

Please read carefully and fill in all blanks before signing.

I, _____, understand that West Point Dive Park (hereinafter "WPDP") is a man-made quarry lake developed for aquatic activities including but not limited to swimming, pier diving, snorkeling, kayaking, canoeing, rafting and scuba diving. I understand that water conditions such as visibility and surface conditions may change and may be affected by silting, wind and other causes. I further acknowledge that there may be structures in WPDP that may create obstacles such as overhead environments. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in such aquatic activities including if I am injured as a result of any such structures or materials, or changes in water conditions while participating in aquatic activities in WPDP.

I understand and agree that neither West Point Dive Park; nor the owners, officers, employees, agents, or assigns of West Point Dive Park; Mountain Bay Scuba; nor the owners, officers, employees, agents, or assigns of Mountain Bay Scuba; nor any of their subsidiary or affiliated corporations (hereinafter "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to my, my family, estate, heirs or assigns that may occur as a result of my participation in aquatic activities at this facility or as the result of the negligence of any party, including the Released Parties, whether passive or active.

I also understand that participating in aquatic activities is physically strenuous and that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties, but also any rights my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I hereby state and agree that all terms of this Liability Release and Assumption of Risk Agreement will be effective for one year from the date on which I sign this Agreement, regardless of the number of times I visit WPDP.

(See Reverse)

I, _____, by this Agreement, do hereby exempt and release all the above listed entities and/or individuals from all liability and 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 Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

Printed Name

Date

Signature of Diver

Signature of Parent or Guardian

Emergency Contact:

Name: _____

Phone: _____

Address: _____

Cell: _____