

WEST POINT DIVE PARK LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby declare that I am a certified diver trained in safe dive practices, or a student diver under the control and supervision of a certified instructor, and affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I understand these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling, and injuries occurring while getting in or out of the water. 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, whether conducted as a recreational dive or part of a diving class.

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 scuba diving activities at this facility or as the result of the negligence of any party, including the Released Parties, whether passive or active.

I further understand that West Point Dive Park (hereinafter "WPDP") is a man-made quarry lake developed for aquatic activities including but not limited to swimming, snorkeling and scuba diving. I understand that water conditions such as visibility may change and may be affected by silting and other causes. I further acknowledge that there may be structures in WPDP that may create obstacles such as overhead environments. I affirm I will not hold the Released Parties responsible if I am injured as a result of any such structures or materials or changes in water conditions while I am participating in aquatic activities in WPDP.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that WPDP is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to WPDP.

I understand and agree that as a certified diver, it is my responsibility to plan my dive and dive my plan with my buddy. I further understand and agree it is my responsibility to inspect all of my equipment prior to scuba diving or snorkeling and it is my responsibility to terminate the dive/snorkel if my equipment is not working properly. I also acknowledge it is my responsibility to always follow safe dive practices, conduct a buddy check with my buddy and always dive with a buddy. WPDP will not have a dive professional present at the site and therefore I acknowledge my participation in diving is at my own risk and peril.

I also understand that skin diving and scuba diving are physically strenuous activities 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.

(See reverse)

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.

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: _____
