



I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of snorkeling, skin diving, and scuba diving.

I further understand that diving with compressed air involves certain inherent risks: decompression sickness, embolism, or other hyper baric injuries can occur that require treatment in a recompression chamber. I further understand that the open-water training dives, which are necessary for training and for certification, conducted at this site are some distance from the nearest recompression chamber. I still choose to proceed with my dives in spite of the proximity to the nearest recompression chamber. I affirmatively represent that I am adequately and properly trained and certified for this activity and I further represent that I am adequately and properly prepared and conditioned mentally and physically for snorkeling, skin and scuba diving.

I understand and agree that neither **Board of County Commissioners, Carroll County, its agents, employees, and volunteers** (hereinafter referred to as "released parties") may be held liable or responsible in anyway for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in scuba diving in this diving facility or as a result of the negligence of any party, including the released parties, whether passive or active.

In consideration of being allowed to dive on these premises, I hereby personally assume all risks in connection with said dives, for any harm, injury, or damage that may befall me while diving at **Hyde's Quarry**; including all risks connected herewith, whether foreseen or unforeseen. I further save and hold harmless said released parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in scuba diving at **Hyde's Quarry**.

I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during, 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 above listed individuals or companies responsible for the same.

I further state that I am of lawful age and legally competent to sign this release of liability, or that I acquired the written consent of my parent or guardian.

I also understand that limited visibility, cold water, and deep diving take additional training, and sometimes very special advanced training and that I will take the responsibility to further my education before attempting these dives.

I understand that the terms herein are contractual and not a mere recital and that I have signed the document of my own free will. I also understand that I may not dive at **Hyde's Quarry** without first entering into this agreement.

It is my intention that this instrument to exempt and release Board of County Commissioners, Carroll County, its agents, employees, and volunteers and all related entities as defined above, from liability or responsibility whatsoever for personal injury, property damage, or wrongful death caused, but not limited to the negligence of the released parties, whether passive or active; and it is my intention to be legally bound hereby.

I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

CERTIFIED DIVERS:

STUDENTS:

DIVER'S SIGNATURE DATE

STUDENT'S SIGNATURE DATE

TRAINING ORGANIZATION: _____
CERTIFICATION LEVEL: _____
CERTIFICATION #: _____

TRAINING ORGANIZATION: _____
CERTIFICATION LEVEL: _____
CERTIFICATION #: _____

NON-DIVER: _____
NON DIVER SIGNATURE DATE

PARENT OR GUARDIAN OR MINOR (under 18 years): I, _____, hereby affirm that I have been advised and thoroughly informed of said liability release and assume the responsibility of the above said minor.

SIGNATURE: _____
DATE



Waiver and Release of Liability Assumption of Risk and Indemnity Agreement

Event, Activity,
Training, or Trip

THIS FORM IS TO BE USED FOR ALL DIVING ACTIVITIES **OTHER THAN OPEN WATER DIVER TRAINING**

(EVENT, ACTIVITY, TRAINING, OR TRIP)

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 _____ (DIVE LEADER'S NAME) through the facility of _____ (DIVE BUSINESS NAME) in the city of _____ in the County of _____, and State of _____, 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 _____ **Date** _____
▲ (PLEASE PRINT) ▲ (SIGNATURE)

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

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

*** 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.**