

Special Event
Voluntary Liability Release and Assumption of Risk

Andark Skills Pool Session, Under Indirect Supervision

Name _____ Date of Birth _____

Address _____

_____ Post Code _____

Telephone Number _____ Email address _____

Qualification Level _____ Date gained _____

Certification seen	
Instructor Name	

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, _____, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES, AND AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING.

I understand and agree that neither ANDARK DIVING; nor the organisers or promoters of this event; nor any of their respective employees, officers, agents or assigns (hereinafter referred to as “Released Parties”), may be held liable or responsible, except in respect of death or personal injury caused by the negligence of the Released Parties, in any way 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 this activity, however caused, including but not limited to product liability or the negligence of the released parties, whether passive or active.

I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc, that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

If I am using my own equipment, I confirm it is suitable for the environment and conditions in which I am diving and that it has been serviced in accordance with the manufacturer’s guidelines.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

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

I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I by this instrument agree that except in respect of death or personal injury caused by the negligence of the Released Parties, the Released Parties shall not be liable to me by reason of any representation (unless fraudulent), or any implied warranty, condition or other term or any duty in contract, tort (including negligence) or at common law for any loss or damage except to the extent that liability may not be excluded under applicable laws.

I accept that the Released Parties will not be liable for any indirect, special or consequential loss or damage, or costs and expenses thereby arising whether arising under contract, tort (including negligence) or at common law or otherwise, in connection with the provision of the service or their use by me, except to the extent that liability may not be so excluded under applicable laws. If you can not attend the session and you don't inform us then you can not get a refund and have to pay for another session if want to reschedule. If you give us notice on canceling the session, you can either rebook free of charge or get a credit note, a refund will not be given.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

(Participant's Signature)

(Date)

(Signature of Parent or Guardian, if appropriate)

(Date)