

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Element Dive Club, Wichita Kansas

I, _____ (print), hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

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 certain events, both boat diving trips and shore diving trips, may be facilitated 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 dives, and all other Element Dive Club events, in spite of the possible absence of a recompression chamber in close proximity to the dive/activity site.

I understand that neither Element Dive Club nor any Element Dive Club organizer (hereafter called the Released Parties) may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in Element Dive Club group events and activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Element Dive Club events and activities, I hereby personally assume all risks of said events and activities, whether foreseen or unforeseen, that may befall me while I am a participant in Element Dive Club activities including, but not limited to, land-based events, confined water events, and open water events/activities.

I further release, exempt, and hold harmless all Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my membership in Element Dive Club including both claims arising during or after Element Dive Club events and activities.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during Element Dive Club events and 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 a fully certified scuba diver (deriving my certification from a nationally or internationally recognized agency), am medically fit to dive, and have no medical condition counter-indicative to scuba diving -or- that I have submitted to an Element Dive Club staff member a signed waiver from my doctor that addresses any medical condition I may have and declares me medically fit to dive.

I understand that I, and no one else, am responsible for my safety while engaging in Element Dive Club events and activities. I am trained and have the necessary skills for any event/activity I choose to undertake. I affirm that no professional or teaching/training relationship exists, either real or imagined, between myself and the Released Parties.

I further state 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 the terms herein are contractual and not a mere recital and that I have signed this Agreement of my own free will 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 the 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 I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____ (print), BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE, FROM NOW UNTIL I REVOKE THIS AGREEMENT IN WRITING, ELEMENT DIVE CLUB AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR 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.

_____ (Signature)

_____ (Date)