

**LOIS ANN DIVE CHARTERS
VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK**

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am a certified diver or a student
(PASSENGER / DIVER)
diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea. 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 Lois Ann Dive Charters, nor Randolph C. Rice, nor Cheryl D. Rice, nor captains, nor dive masters, nor crew members, nor *The MV Lois Ann*, nor International PADI, Inc., nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active, foreseen or unforeseen.

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

If I rent or borrow any equipment from Lois Ann Dive Charters, I agree to examine it and use it only if I find it to be in safe condition and good working order. I agree to pay the replacement cost of any rented or borrowed item(s) in case of loss or damage.

I DO, BY THIS INSTRUMENT, HEREBY EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, FORESEEN OR UNFORESEEN.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY.

PRINTED NAME: _____

ADDRESS: _____
STREET ADDRESS CITY STATE ZIP

PHONE: (_____) _____ **EMAIL:** _____
AREA CODE PHONE NUMBER

CERTIFICATION INFORMATION: CARD #: _____ CERT. DATE: _____ LEVEL: _____ AGENCY: _____

SIGNATURE _____ **DATE** _____

PARENT OR GUARDIAN _____ **DATE** _____