

**SAN DIEGO DIVE CLUB
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

<u>Name</u>	<u>Date of Birth</u>		
<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Certification Agency</u>	<u>Certification #</u>	<u>Certification Level</u>	

SAN DIEGO DIVE CLUB, INC. (hereafter "CLUB") is a nonprofit social club run by volunteers. I understand that this agreement is a material inducement to those persons to participate in the CLUB.

CLUB activities are all-weather activities and may involve exposure to the elements. In addition, CLUB activities -- including skin diving, scuba diving, and other water sports -- involve certain inherent risks. These risks can lead to severe injury and even death. Despite the risk of injury, I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH while participating in CLUB activities regardless of cause, including active or passive negligence.

I must be in good health to participate in CLUB activities. I understand that I should consult a medical professional regarding my fitness. I am in good physical condition to safely participate in CLUB activities. I understand and agree that should medical or other services be rendered to me by, or at the insistence of any CLUB representative as a result of participation in a CLUB activity, such services do not constitute an admission of liability or an agreement to provide or to continue to provide such services.

I hereby AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY and further AGREE NOT TO SUE OR MAKE A CLAIM AGAINST, the CLUB, and all of its officers, directors, employees, members, volunteers, agents, representatives, or sponsors from ANY AND ALL LIABILITY for injuries or damage to me or my property even if the injury or damages arises from the alleged negligence (active or passive) of any individual or entity.

I understand and agree to abide by the rules of the CLUB. I agree to obey the reasonable directions of the CLUB leaders, organizers, and officials, and officers during all CLUB activities. CLUB is authorized to use photographs, videotapes, and or other record of my participation in CLUB activities, including my names, likeness, and/or voice for any legitimate purpose related to CLUB.

I accept all the terms and conditions of this contract. This document constitutes the final and entire agreement between CLUB and the undersigned. I have carefully read this agreement. I UNDERSTAND THAT IT IS A LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I UNDERSTAND THAT IT IS A CONTRACT AND SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS CONTRACT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS AND MY LEGAL GUARDIANS OR REPRESENTATIVES.

**THIS IS A RELEASE OF LIABILITY.
DO NOT SIGN IT IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.**

Participant's Signature: _____ **Date:** _____

Signature of Parent or Guardian if Member is a Minor: _____ **Date:** _____