



Assumption of Risk, Waiver of Claims, Release of Liability and Indemnification Agreement

Cave Diving is potentially lethal • Participants shall be responsible to have her/his affairs in order

By signing this Agreement, I am giving up certain legal rights, including the right to sue.

Instructor Name (Print) _____ Course(s) _____

In consideration of being permitted to participate in scuba diving and underwater exploration in caverns, caves, springs and or other aquatic environments (collectively referred to as "Diving" or "Dive") and so I may gain access/use of properties and facilities owned, leased, sponsored and or operated by the National Speleological Society-Cave Diving Section and or the Cave Diving Section separately and independently, including all persons and entities affiliated with the properties, facilities, Dive sites and Diving with the NSS-CDS/CDS (collectively referred to as "NSS-CDS/CDS"), I hereby agree on behalf of myself, my family, estate, heirs, representatives and anyone who may have a claim on my behalf (collectively and independently referred to as "Participant"), to the terms and conditions of this ASSUMPTION OF RISK, WAIVER OF CLAIMS, RELEASE OF LIABILITY and INDEMNIFICATION AGREEMENT (referred to as "Agreement") as follows:

1 Participant understands, acknowledges and ASSUMES ALL RISKS associated with Diving, whether known or unknown, and despite the ultra-hazardous risk of scuba, technical, rebreather Diving at Dive locations that are remote from the surface, emergency assistance, rescue, first-aid, medical care and or recompression such that I understand the inherent risks of injury, illness, and death associated with Diving. With full knowledge of the risks, I hereby voluntarily declare that I choose to participate in NSS-CDS/CDS Diving, despite the risk of injury, illness and death. Furthermore, I hereby verify that I am medically, mentally and physically qualified to Dive and I assume all risks associated with health issues that may cause or contribute to my injury, illness or death; and

2 Participant WAIVES ALL CLAIMS including but not limited to claims, lawsuits, demands for compensation or reimbursement associated with NSS-CDS/CDS Diving whether for information and

techniques received during instruction, guidance and/or supervision associated with Diving, and/or access to Diving sites, Diving equipment, entry/exit paths, information in all forms of manuals, maps, guidelines, warning signs, gates/barriers, etcetera, which may or may not be present at Dive sites and/or when Diving. Additionally, I agree to be solely responsible for planning my Dive and shall not hold NSS-CDS/CDS responsible for failure to plan a Dive, verify the function of all equipment, manage appropriate gases throughout the Dive, prepare for unexpected events and/or emergencies during the dive; and

3 Participant RELEASES the NSS-CDS/CDS from all liability for my loss, damages, injury, illness, death, and expenses, arising from Diving, including **negligent acts or omissions by the NSS-CDS/CDS**; and

4 Participant agrees to INDEMNIFY and hold harmless the NSS-CDS/CDS from all liability for loss, damage, injury, death, or expense the Participant may suffer or incur arising from Diving, and I hereby agree to be liable on behalf of myself and my estate or family to pay all expenses incurred by NSS-CDS/CDS associated with a claim, lawsuit or demand for compensation against the NSS-CDS/CDS.

I AM A LEGALLY COMPETENT ADULT OVER THE AGE OF 18 YEARS, I HAVE READ AND UNDERSTAND THIS AGREEMENT, I KNOW IT IS A LEGALLY BINDING AGREEMENT THAT WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW. THIS AGREEMENT SHALL BE VALID FOR ALL NSS CDS/ CDS DIVING FOR THE CALENDAR YEAR OF THE DATE NEXT TO MY SIGNATURE. I AGREE THAT ALL LEGAL ISSUES ARISING FROM THIS AGREEMENT WILL BE ADJUDICATED IN THE CIRCUIT COURT OF ALACHUA COUNTY FLORIDA. BY MY SIGNATURE BELOW, I AM HEREBY VOLUNTARILY WAIVING LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Student Name (Print) _____ Signature _____ Date _____

Parent/Guardian Name (Print) _____ Signature _____ Date _____