

Liability Release and Assumption of Risk Agreement for Enriched-Air (Nitrox) Diving



Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am thoroughly informed about the inherent
Participant name
hazards of skin diving and scuba diving, and the particular hazards of scuba diving with oxygen-enriched breathing gas.

I understand that diving with oxygen-enriched breathing gas ("enriched air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Also, I understand the usual inherent risks of scuba diving, including but not limited to decompression sickness, air embolism, drowning, or other injuries, may occur that require treatment in a recompression chamber. I further understand that the open-water diving trips offered by Aqua Divers S.A. de C.V., dba Living Underwater (hereinafter "Living Underwater") may be conducted at sites that are remote, either by time or distance or both, from a recompression chamber. I choose to proceed with dives with Living Underwater in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), divemaster(s), boat captain(s), nor Living Underwater, nor any of its respective employees, officers, agents, contractors, or assigns (hereinafter referred to as the "Released Parties"), may be held liable or responsible in any way for any injury, death, or other damages to me or my family, estate, heirs, or assigns that may occur as a result of my participation in enriched-air diving activities with Living Underwater 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 enriched-air diving with Living Underwater, I hereby personally assume all risks in connection with said course, for any harm, injury or damage that may befall me while I am participating in diving activities with Living Underwater, including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in any diving activities offered by Living Underwater, including claims arising during or after the conclusion of my diving activities with Living Underwater.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during these diving activities, and that if I am injured as a result of a 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 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, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I, _____, BY THIS INSTRUMENT HEREBY EXEMPT AND RELEASE THE
Participant name

INSTRUCTORS, DIVEMASTERS, AND LIVING UNDERWATER, AND ALL RELATED ENTITIES DESCRIBED 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.

Participant signature

Date (day/month/year)