

**Boat travel and liability release and assumption of risk
for air or enriched air (NITROX) diving.**

Complete the form and present it to the Captain, Crew or Dive Master prior to departure.

Part 1

Please read carefully. Fill in all blanks and initial each paragraph before signing.

I, _____, hereby affirm that I am a certified diver and that I thoroughly understand the hazards of scuba diving including those hazards occurring during the 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.

I understand and agree that neither OFFSHORE DIVE CHARTERS, INC., or the owner, Dan Lindley or the crew of the vessel, (hereinafter referred to as "Released Parties") may not 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 on this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Release Parties, whether passive or active. 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.

I further affirm, prior to leaving the dock, I will inspect all equipment to be used. I understand and have a duty to carry out my own dive and to be responsible for my own safety and the safety of my buddy. I WILL REMAIN WITH MY BUDDY AT ALL TIMES. I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500PSI remaining in my tank. I will immediately stop my dive if:

- (a) I feel uncomfortable with my diving abilities, and/or
- (b) Diving conditions are worse than those for which I have been trained or for which I have experience.

I am aware of the dangers of holding my breath while diving and the dangers associated with rapid ascents and will not hold the above named persons or entities responsible for such acts. If I become distressed on the surface, I will IMMEDIATELY drop my weight belt and inflate my B.C. for permanent flotation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal.

I fully understand and I am aware that the dive boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

Please initial the following statements:

_____ I understand and agree that OFFSHORE DIVE CHARTERS, INC. or the owner, Dan Lindley and crew, (hereafter referred to as "Released Parties") may not be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a negligence of any party, including the Released Parties, whether passive or active.

_____ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this diving and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed individuals 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 are not a mere recital, and I have signed this document of my own free act.

Part 2

Enriched Air (NITROX) Diving

I, _____ hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving and the particular hazards of scuba diving with oxygen enriched air.

Please initial the following statements:

_____ I understand that diving with oxygen enriched air ("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 fully understand the maximum safe depth limits for diving with Enriched Air and the consequences of exceeding limits, which can include oxygen toxicity, convulsions, drowning and death.

_____ In consideration of being allowed to dive with Enriched Air, I hereby personally assume all risks in connection with said diving, for any harm, injury or damage that may befall me while I am diving with Enriched Air, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further save and hold harmless "Released Parties" from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this Enriched Air diving.

Part 3

It is the intention of _____ to exempt and release Offshore Dive Charters, Inc, the owner, Dan Lindley and crew, 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 express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

Participants Name: (Print) _____ E-Mail: _____

Address: _____ Phone #: _____

Signature: _____ Date: _____

Participants Emergency Information:

Name _____ Phone #: _____

Signature of Parent or Guardian (where applicable): _____

Date: _____

All photos taken by Offshore Dive Charters are the property of Offshore Dive Charters and may be displayed on our website or brochures unless otherwise indicated.