

**AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK
R/V AQUATICA & WINDY CITY DIVING, INC.**

THIS INCLUDES A RELEASE OF YOUR RIGHT TO SUE, this agreement may be used against you if you sue any released party or person. **(Please read carefully, fill out all blanks and initial each paragraph before signing.)**

I, _____ hereby affirm that I am a trained and certified SCUBA diver or a student diver under the control and supervision of a certified instructor, and that I have been advised and thoroughly informed of the inherent hazards of boating and SCUBA diving.

_____ I understand this Agreement, Liability Release and Assumption of Risk (Release) hereby encompasses and applies to all activities in which I participate aboard, or in the vicinity of the vessel, R/V Aquatica.

_____ I understand and agree that neither the vessel R/V Aquatica, Windy City Diving, Inc., International PADI, Inc., SDI/TDI, the vessel's captain, crew members, operators, owners, instructors, divemasters, employees, officers, agents and any other persons or entities in any way connected with such boating, diving and training activities, or assigns, (hereinafter referred to as "Released Parties") may 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 result of my participating in these boating and/or diving activities or as a result of the negligence of any party, including the Released Parties, whether active or passive.

_____ I understand that boating involves certain inherent risks including loading and unloading, getting on to or off of the vessel, exposure to the elements, motion sickness, storms, grounding, collision, sinking, fire, falling, falling overboard, drowning, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off the vessel and other hazards or perils of the sea.

_____ I understand that SCUBA diving involves certain risks including decompression sickness, embolism or other pressure related injuries that require treatment in a recompression chamber. I further understand that these boating and diving injuries are conducted at sites that are frequently remote in time, distance or both from such a recompression chamber and from outside help. Despite the lack of a recompression chamber near the dive site and the lack of immediate help, I still choose to proceed with these boating and diving activities.

_____ I understand that boating, skin diving and SCUBA diving cause physical strain or exertion not necessarily experienced in everyday situations, and that I assume all risks for, and will not hold the Released Parties responsible for, any injuries, including injuries due to heart attack, panic, hyperventilation or other injuries caused by physical strain and exertion.

_____ I declare that I am in good mental health and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra-indicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drug.

_____ As a condition of being allowed passage on the vessel R/V Aquatica and my being allowed to participate in these boating, diving, and/or training activities, I hereby personally assume all risks in connection with said activities, for any harm, injury or damage that may befall me while I am participating in these activities, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further release and exempt said activities and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in these activities including both claims arising during the activities or later.

_____ I further state that I am of lawful age and legally competent to sign this Release, or that I have acquired the written consent of my parent or legal 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.

_____ I agree to adhere to the vessel's rules and the **PADI Standard Safe Diving Practices Statement of Understanding**, which I have read and which are posted aboard the vessel.

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_____ In the event that I am injured, I give permission and guarantee payment for first aid, emergency oxygen therapy, emergency transportation, recompression treatment and any other medical treatment.

_____ I understand and agree that the location of shipwrecks and dive sites are essential assets of Wind City Diving, Inc. That Windy City Diving, Inc. has expended substantial time, money and effort, in acquiring these locations and, as such, I agree not to disclose any shipwreck or dive site locations. Additionally, I understand that the use of any locating/tracking device, including but not limited to: EPIRBs, GPS enabled phones, handheld GPS units, SPOT Personal Trackers while, etc, aboard any Windy City Diving vessel is strictly prohibited. That violating any conditions herein will result in: (1) the instant termination of the charter and loss of any and all trip fees paid to Windy City Diving, Inc. by all fare paying customers on the charter at the time of the violation; (2) that I agree that a violation of this provision will cause Windy City Diving, Inc. irreparable harm; and, (3) I consent to the entering of a default judgment against me with consequential damages in the amount of \$5,000.

I am certified to the level of _____. I have made _____ (total number) dives to a maximum depth of _____ feet. My last dive was on _____.

IT IS THE INTENTION OF _____ BY THIS DOCUMENT TO EXEMPT AND RELEASE THE VESSEL R/V AQUATICA, WINDY CITY DIVING, INC., INTERNATIONAL PADI, INC., SDI/TDI, THE VESSEL'S CAPTAIN, CREW MEMBERS, OPERATORS, OWNERS, INSTRUCTORS, DIVEMASTERS, EMPLOYEES, OFFICERS, AGENTS AND ANY OTHER PERSONS OR ENTITIES IN ANY WAY CONNECTED WITH SUCH BOATING, DIVING AND TRAINING ACTIVITIES, ASSIGNS OR ALL RELATED ENTITIES 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 ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Diver

Date

Print Name of Diver

_____/_____/_____
Date of Birth: MO/DY/YR Age

Address

City, State Zip

E-Mail

Telephone

Signature of Parent or Legal Guardian

Date

Print Name of Parent or Legal Guardian & Relationship