

LAGUNA SEA DWELLERS, INC.

WAIVER RELEASE INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

PLEASE NOTE: This Agreement significantly alters the legal rights and duties of the parties hereto. Read it carefully before signing. If you do not understand the legal consequences of this Agreement, you are advised to seek independent legal counsel before signing.

WAIVER AND RELEASE: For and in consideration of permitting _____ (“Participant”) to join and participate in activities organized by Laguna Sea Dwellers, Inc., (“LSDI”), a California non-profit corporation, the Participant hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself, arising as a result of participating in any activities of LSDI. Activities may include, but are not limited to, all scuba diving activities, snorkeling, parties, meetings, swimming and other inherently dangerous recreational activities. The Participant does for him/herself and his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties, hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for him/herself and his/her estate. Participant further agrees that under no circumstances will he/she or his/her heirs, executors, administrators, children, relatives, significant others, assigns, and other third parties, prosecute or present any claim for personal injury, property damage or wrongful death against LSDI, or its officers, directors, agents, members and employees for any such causes of action, whether the same shall arise by the negligence of any such person, or otherwise.

It is the intention of the Participant, by this Agreement, to exempt and relieve LSDI and its officers, directors, agents, members and employees, from liability for personal injury, property damage, or wrongful death caused by negligence.
_____ INITIALS

INDEMNITY: The Participant, for his/herself, his/her executors, administrators, children, relatives, significant others, assigns, and other third parties, agrees that in the event of any claim for personal injury, property damage or wrongful death which shall be prosecuted against LSDI, its officers, directors, agents, members and employees, Participant shall indemnify and hold harmless LSDI, its officers, directors, agents, members and employees from any and all such claims and causes of action by whomever or wherever made or presented.

ASSUMPTION OF RISK: The Participant is aware and fully acknowledges the risks and hazards that are inherent in participating in any activities organized by LSDI and voluntarily assumes all risk of loss, damage or injury that may be sustained by him/her while engaging in LSDI activities, whether such risks are known or unknown to him/her. These risks include, but are not limited to, injury to person or property while scuba diving, snorkeling or swimming, drowning, embolism, decompression sickness (the bends), nitrogen narcosis, injury due to marine animals or marine plants, heart attack, panic, hyperventilation, injuries caused by physical strain and exertion, or accident or illness in remote places (whether underwater, at sea or on land) without medical facilities, or due forces of nature.

SPECIFIC WAIVER OF LIABILITY REGARDING DIVING PROFESSIONALS: Participant recognizes that there are diving professionals that are members of LSDI and Participant agrees to hold harmless any instructor, assistant instructor, dive master or any other person holding a designation considered as a professional in the SCUBA diving industry. This is limited to those persons acting in a non-professional capacity on any dive or event. “Non-professional capacity” is defined as conducting no class for profit of any kind or representing any diving agency currently or in the future recognized by any dive professional not specifically conducting an organized class for profit of which Participant engages in, and/or in recognition of a known or unknown diving agency is considered an ordinary LSDI member and accepts no exceptional responsibility of any kind regarding diving, diving safety, diving medicine or any other aspect of scuba diving.

SPECIFIC WAIVER OF LIABILITY RELATING TO DIVING ASSISTANCE AND BUDDY: Participant recognizes that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated. A buddy might act inappropriately or negligently in an emergency. A buddy might cause danger to him/herself or to Participant (including failing to return a regulator once it is offered to him/her) or a panicked buddy might hold Participant underwater without air even to the point where Participant might drown either near or remote from the surface. Accordingly, Participant will determine whether any proposed buddy is acceptable to Participant. This provision may be modified between two or more buddies for the duration of a dive or permanently only by express written agreement signed by both buddies, but such agreement has no effect with respect to any Cosigner who has not also signed such written agreement.

TRAVEL UNDERSTANDING AND WAIVER: Participant hereby releases LSDI from all claims whatsoever which may arise from participation in diving activities under their direction, or which may arise from any event connected with this participation, including: transportation to or from by aircraft, boat, or other conveyance uses, services by hotels, restaurants, dive shops, guides, or any other agencies, illness, disease, infirmity, or alteration of physical condition by any person, loss or damage to personal property or equipment, and any error, act, or omission by any person. Participant understands that changes in the itinerary or arrangement for any reason whatsoever, may be made at any time if deemed necessary by LSDI or its associates, that any additional expense shall be borne equally by all of the participants, and that all services are subject to laws of the country in which they are provided.

ACKNOWLEDGMENT: The Participant acknowledges that he/she is at least 18 years of age, has read this entire Agreement, and understands the legal consequences of signing this Agreement.

Date

Signature of Participant

Legal Guardian

Certification Agency and # _____

DAN Number _____

In case of emergency please notify:

Name

Address

Phone Number