

# Indian Springs GENERAL LIABILITY RELEASE

I understand that scuba diving involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries, other barotraumas/hyperbaric injuries can occur that require treatment in a recompression chamber and/or serious bodily injury or death. I still choose to proceed with such scuba diving activities in spite of the possible risks.

I understand and agree that neither my Instructor(s) or Guide(s) \_\_\_\_\_, Cave Connections Inc nor the officers, directors, shareholders, affiliated companies, employees, agents, or assigns of the above listed entities and/or individuals (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 participation in this scuba diving activities 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 scuba diving activities, I hereby personally assume all risks in connection with said activity, for any harm, injury, or damage that may befall me while I am scuba diving , including all risks connected there with, whether foreseen or unforeseen.

I further agree to save, defend, indemnify, and hold harmless the Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my voluntary participation in scuba activities including both claims arising during the activity or after the activity even if such claims may be groundless, false or fraudulent.

I further state that I am of lawful age and legally competent to sign and execute this liability release.

I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free will.

I have read and understand the Indian Springs diving policy and procedures and agree to follow these policies and procedures while on property or diving at Indian Springs.

**IT IS MY INTENTION BY EXECUTION OF THIS DOCUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE CAVE CONNECTIONS INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, GUIDES, AND PROPERTY (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY KIND AND I ASSUME ALL RISK IN CONNECTION WITH SCUBA DIVING ACTIVITIES. I WILL NOT SUE ANY PERSON AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES. I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE. I AM AWARE IT IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CAVE CONNECTIONS INC. SET FORTH ON BEHALF OF MYSELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVES. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF ACTIVITIES LISTED ON THIS FORM.**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_. Time \_\_\_\_ hours

Participant: \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_ Zip Code \_\_\_\_\_

Witness: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_ Zip Code \_\_\_\_\_