



Voluntary Liability Release and Assumption of Risk

I, _____, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER TRAINED IN SAFE DIVING PRACTICES, AND I AM AWARE OF THE INHERENT HAZARDS OF SKIN AND SCUBA DIVING.

_____ I understand and agree that neither **The Dive Club of Silicon Valley (DCoSV)**, nor their respective employees, officers, agents or assigns (hereafter 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 and a result in my participation in associated events, or as a result of product liability or negligence of any party, including the Released Parties, whether passive or active.

_____ I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism or drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I declare, I am in good mental and physical fitness for diving, and that I am not under the influence from alcohol, nor am I under the influence of any drugs that are contraindictory 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/drugs.

_____ I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

_____ I do hereby consent and agree that the DCoSV, or its Officers, its agents have the right to use photographs, videotape, or digital recordings of me and to use these for DCoSV purposes in any and all media, now or hereafter known. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

_____ I do hereby release to DCoSV, its officers, its agents, all rights to exhibit this work in print and electronic form publicly or privately including in DCoSV marketing and promotional materials. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in such works, in whatever media used.

_____ I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired written consent from my parent or guardian.

_____ I understand that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

Please read each of the above statements and Initial to each on the line alongside. **Signed:** _____
Print Name: _____ **Date:** ____ / ____ / ____