

Liability Release and Express Assumption of Risk

(Updated January 1, 2018)

This a release of your rights to sue. This release may be used against you in a court of law if you sue any released party or persons. Each Member and family member appearing on the membership form must submit this release each year

Please read carefully, fill in all blanks and initial each paragraph before signing

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin and SCUBA diving.

_____ Further, I understand that diving with compressed breathing gases involves certain inherent risks; decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a hyperbaric chamber. I further understand that the diving activities in which the dive club, United Divers of Central Massachusetts ("the Club") engages from time to time, may be conducted at a site that is remote either by time or distance, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither United Divers of Central Massachusetts, nor its officers, members, agents, or assigns (hereinafter referred to as "Released Parties") may be held responsible in any way for any injury, death, or damages to me or my family, heirs, or assigns that may occur as a result of my participation in club activities as a result of the negligence of any party including "Released Parties" whether passive or active.

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

_____ I further save and hold harmless said organization and Released Parties from any claim or law suit by me, my family, estate, heirs, or assigns arising out of my association with and participation in United Divers of Central Massachusetts activities.

_____ I also understand that skin and SCUBA diving are physically strenuous activities and that I shall be exerting myself during such activity, 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 shall not hold the above listed individuals or Released Parties responsible for the same.

_____ I understand that in getting to and from many shore diving sites, it will be necessary for me to negotiate treacherous terrain, steep grades, loose gravel, and slippery rocks and surfaces. I understand that while crossing the terrain, especially while carrying equipment, can pose the risks of a fall or injury from losing my footing. I also understand that diving from a boat poses additional hazards like slippery boat decks and movement caused by wave action which could cause me to lose my footing, fall and be injured especially while carrying or wearing equipment. In consideration for being allowed to participate in club activities, I hereby personally assume all risks of harm, injury, loss, or damage that may befall me in connection with getting to or from the activity. I further agree to hold harmless the Released Parties for injury, loss, or damage that may result from travel in connection with a club activity whether by car, boat or airplane whether foreseen or unforeseen.

_____ I further state that I am of lawful age and legally competent to sign the liability and 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 that I have signed this document of my own free act.

Governing Law. The laws of the Commonwealth of Massachusetts govern this Agreement and all matters arising out of it.

It is the intention of _____ by this instrument to exempt and release the United Divers of Central Massachusetts dive club, its officers and members and all related entities as defined above from all liability or responsibilities 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.

Your Signature: _____ Date: _____

Signature of parent or guardian (if applicable): _____ Date: _____