

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Navy Morale, Welfare and Recreation (MWR) Department _____, and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that Scuba Diving is not risk free. The same elements that contribute to the unique character and fun of Scuba Diving such as the waves, water, under water plants, fish and other live organisms, rock formations and wreckage can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to myself or others under my supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

SCUBA DIVING ACKNOWLEDGMENT OF RISK

Scuba Diving, like all outdoor recreation activities is hazardous. Whenever you are Scuba Diving, you can be injured. You may be bounced and thrown around while Scuba Diving. You can be pushed to the bottom of the ocean by the waves where you can hit the ocean floor or sharp natural or man-made objects causing injury. If Scuba Diving in salt water, it may burn your eyes or any cuts or open wounds you may have. Any injury you may receive may be painful because of salt water in the wound. In addition, because the ocean or other water you may be diving in may contain contaminants or other pollution you may receive additional injuries or damage from infections from the ocean or other body of water. Always make sure you know how to handle the board or boat you are using. Make sure your personal flotation device (PFD) fits properly and you know how it is to be worn. Your board or boat may turn over in the waves, which may result in any or all of the following events: (a) prolonged exposure to cold water leading to hypothermia and to impaired health or death; (b) injuries sustained from boat, hitting and injuring you or from items floating or submerged in the water (c) death by drowning. Currents, rip tides and undertows may move you away from the shore. Before you enter the water make sure you understand if any currents, rip tides or undertows are in the area and the affect they may have on you, your boat or boat and how to exit from one if you are caught in one.

Poisonous or dangerous insects, or animals can be encountered in the water, with detrimental effects to some participants, such as illness, shock, or death. Many water borne animals have hard shells and stepping on a shell without proper foot protection can be dangerous.

As part of the Scuba trip, Navy MWR Department _____ may provide transportation by motor vehicle, van, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold _____ liable for any injury I received due to the transportation Navy MWR Department _____ provides. Accidents occur during travel to and from the starting and ending point of the trip over the roads and highway. I agree that terms of this release shall cover any injury I receive due to an accident on the part of Navy MWR Department _____ whether by their negligence or the negligence of others.

The list of possible accidents stated above may inflict bodily injury, drowning, ruptured ear-drums or sinuses, air embolism, decompression sickness (the "bends"), and a variety of other barotraumas (pressure-related injuries). This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while Scuba Diving. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

PRECAUTIONARY DIVING PRACTICES

I, (*Print Member Name*) _____, understand that as a diver I should:

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1. Be familiar with my dive sites. If not, obtain a formal diving orientation from a Navy MWR Instructor. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave diving unless specifically trained to do so.
2. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognize the desirability of an alternate air source and a low-pressure buoyancy control inflation system.
3. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities.
4. Adhere to the buddy system throughout every dive. Plan dives—including communications, procedures for reuniting in case of separation, and emergency procedures—with my buddy.
5. Be proficient in dive-table usage. Have a means to monitor depth and time under water. Limit maximum depth to my level of training and experience.
6. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while under water. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving.
7. Breathe properly for diving. Never breath hold or skip breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and under water and dive within my limitations.
8. Obey local and international diving laws and regulations, including fish-and-game and dive-flag laws.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that I am fully capable of participating in the Scuba Diving trip/program or activity. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant on the Scuba Diving trip/program or activity, or the negligence of Navy MWR Department _____ and its staff. I also understand that Navy MWR Department _____ reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the Scuba Diving trip/program or activity.

I agree to indemnify and hold harmless Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my families or my participation in the Scuba Diving trip/program or activity. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR Department _____ and its staff or my family, myself, or my heirs, against Navy MWR Department _____ arising out of participation in the Scuba Diving trip/program or activity. In short, I cannot sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable.

As liquidated damages, I hereby agree that if Navy MWR Department _____ is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

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Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to Navy MWR Department _____ and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR Department _____.

I have adequate health, disability, and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Navy MWR Department _____ to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR Department _____ and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "AIDS" status.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ 20__.

☐ By initialing this box, I indicate that my family and I have previous Scuba Diving experience.

☐ No one in my family or I have any medical condition that would prevent our participation in this activity except _____.

☐ I attest that I am a certified Open Water diver, or that I am in training to become a certified Open Water diver under the supervision of a qualified instructor.

☐ I affirm, to the best of my knowledge, that I am in good physical and mental health and free from cardiovascular, respiratory or other diseases or ailments, which could endanger me while diving.

☐ I affirm that I am of lawful age and legally competent to sign this waiver, or that I have acquired the written consent of my parent or guardian

☐ I have read the above statements and have had any questions answered to my satisfaction.

I have read and understood this agreement and agree to abide by its terms and conditions.

FIRST PARTICIPANT SIGNATURE

PRINTED NAME

ADDRESS

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

THIRD PARTICIPANT SIGNATURE

PRINTED NAME

Telephone: _____

IN CASE OF EMERGENCY PLEASE CONTACT: _____

PHONE: _____

I CARRY MEDICAL INSURANCE. YES _____ NO _____ GROUP NUMBER: _____

NAME OF PROVIDER: _____

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