

LAKE DENTON CAMP

A ministry of Lake Denton Management, Inc.

DIVER'S LIABILITY RELEASE, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby agree as follows:

I knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, hereby waive any and all rights or claims I may have against Lake Denton Management, Inc., Lake Denton Camp, Orange Blossom Baptist Association, and their employees, officers, agents, contractors or assigns (hereinafter "released Parties"), for any and all personal injury, death or property damage I may suffer or sustain as a result of my being on the premises, my participation in scuba and snorkeling activities, and the negligence of the Released parties, whether passive or active. I hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of skin and scuba diving. I agree to dive within the limits of my training and experience.

Further, I understand that SCUBA diving involves certain risks and is inherently dangerous. Injuries can occur that require treatment in a recompression chamber. I hereby assume all risks of injury to myself, including but not limited to, death by drowning or other cause or other accidents such as air embolism, the bends, or other related diving injuries, and to my property, in connection with all diving activities, for any harm that may befall me as a result of my participation in any activity on site, whether foreseen or unforeseen. I still choose to proceed with these activities in spite of the absence of a recompression chamber in close proximity to the dive site.

For myself, my heirs, personal representatives, or assigns, from the date of this agreement and forever hereafter, hold the Released Parties harmless and blameless for any injury to myself, including death, that may occur as a result of my participation in SCUBA diving activities, however caused including the negligence of the Released Parties. **If I, my heirs, personal representatives, or assigns institute any action against the Released Parties arising out of injury to me or damage to my property as a result of SCUBA diving, then in that event, I, for myself and my heirs, personal representatives and assigns, HEREBY AGREE to pay all costs of such action, including attorney's fees incurred by the Released Parties.**

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parents or guardians. I understand the terms herein are contractual and not mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement and the remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the released parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I INTEND FOR THE RELEASED PARTIES TO RELY UPON THE REPRESENTATIONS HEREIN MADE BY ME IN ALLOWING ME TO PARTICIPATE IN SCUBA DIVING ACTIVITIES ON THE PREMISES and I understand and agree the terms and conditions of this Agreement will remain in effect for the entire time period identified below and for all activities in which I participate on the premises of Lake Denton Management, Inc.

I HAVE INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT BY READING IT BEFORE I SIGNED IT.

INSTRUCTOR & STUDENT SIGNATURES ON BACK OF FORM MUST BE COMPLETED

Effective Dates Beginning _____ through _____.

Name of instructor if you are participating in training _____ Name of Shop/Group you are diving with: _____

Signature of Instructor or witness signature if **not** in a class _____

INSTRUCTOR CONDUCTING TRAINING: By signing your student's liability release, you agree to teach by the standards of your recognized national or international training agency. Any instructor found to be violating the standards of his/her training agency will be immediately expelled from the premises and will lose future site privileges.

Diver's Signature _____ Diver printed name _____

Parent/Guardian signature _____ Printed name _____

Diver's Signature _____ Diver printed name _____

Parent/Guardian signature _____ Printed name _____

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Parent/Guardian signature _____ Printed name _____

Diver's Signature _____ Diver printed name _____

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