

East Coast Wreck Diving Corp.-2018 RELEASE OF LIABILITY



Personal Information

Name: _____
Date of Birth: _____
Sex: M/F
Address: _____
City/State: _____
Zip: _____
Telephone: _____ (Home/Cell/Bus)
e-mail: _____

Diving Experience

Certified Diver Yes No
If No, who is the accompanying Instructor? _____
of Dives: _____
Location of Last Dive: _____
Date of Last Dive: _____
Depth: _____

Certification

Highest Level of Certification: _____
Scuba Certification Agency/Certification #: _____

EMERGENCY CONTACT

Name: _____
Address: _____
Phone: _____
Relationship: _____

Divers Insurance Company/ Member #:

-In case of a medical emergency, I authorize the Captain and/or crew of the vessel to administer first aid (including CPR, Oxygen, or AED) or get proper medical attention if necessary. I understand that the nearest operational recompression chamber may be many hours away and may require air evacuation. **The time involved with boat and air transport poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary by myself or vessel. I hereby certify that the foregoing is true and correct.**

-I recognize that SCUBA diving activities are physically strenuous and that I may be potentially exerting myself before, during and after in water activities
-I certify that the statements made by me set forth above concerning my personal information, diving experience, and medical information are correct and truthful in all respects. I understand and agree that East Coast Wreck Diving Corp. accepts no responsibility whatsoever for determining my physical fitness to engage in snorkeling, scuba diving, or any other physical activities in which I may participate in connection with the trip for which I intend to be participating in.
-I acknowledge and agree that it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

INITIAL

INITIAL

Assumption of Inherent Risks:

-I am a certified diver and have been taught, fully understand and appreciate that scuba diving has inherent risks and dangers associated therewith including, but not limited to; decompression sickness, hypercapnia, hypoxia, hyperoxia, embolism, inert gas narcosis, heart attack, paralysis, injury from marine life, equipment failure or malfunction, explosion/fire from compressed gas cylinders, acts of fellow divers, depletion of the diver's breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, onset of sudden illness at depth, or other perils of the sea which could result in serious injury or death by drowning or otherwise, and **ISPECIFICALLY ASSUME SUCH RISK.**

- I understand that breathing gases other than air, equipment such as closed circuit rebreathers, diving deeper than 130 feet, overhead penetration and conducting dives requiring mandatory decompression stops, only increase these inherent risks and I have received training specifically to aid me in managing these increased risks should they be part of my diving. Furthermore I have informed my family about the dangers of this dive and the potential risk of injury or death associated with such activity.

Medical Information

You are solely responsible to determine your medical and physical fitness to dive or engage in diving activities. If you have any questions concerning your medical or physical fitness, we recommend you consult your personal physician. Please check any of the following items that apply to your past medical history or present medical condition. If you answer yes to any of these please have a Physician's note saying you are fit for SCUBA diving.

- I am disabled
 I have a nervous system disorder
 I will require assistance
 I am pregnant
 I have a head or back injury
 I am currently suffering from cold or congestion
 I have had decompression sickness (bends) or another diving accident
 I am currently taking medication (list all): _____
 I have a history of high blood pressure
 I have a collapsed lung (pneumothorax)
 I have a history of respiratory problems or disease I have had surgery or a penetrating injury to my chest
 I am diabetic
 I am under the care of a physician or have a chronic illness
 I have a history of seizures, dizziness, fainting or blackouts
 I have had asthma, emphysema, or tuberculosis
 I have hay fever or other allergies
 I have a history of sinus problems I am allergic to: _____
 I currently have and/or have suffered in the past from any mental and/or physical disease, illness or disability which would render me unfit for SCUBA diving, SCUBA diving instruction, snorkeling, or any other water sports

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-I am familiar with the extensive preparation, training, and certification/s necessary to conduct SCUBA dives and understand that I am solely responsible for such preparation, **OR I am** currently enrolled in a diving course and I will be making my certification dives on these trips under the supervision of my instructor.
-I agree to follow all safety rules and instructions associated with SCUBA Diving and agree to inform Each Coast Wreck Diving Corp of any condition that might endanger me or others
-I recognize and accept the additional risk of injury or death potentially resulting from solo diving and accept that East Coast Wreck Diving Corp. neither condemns nor endorses such activity.

-I further certify that I have informed myself of and **fully understand the risks** inherent in snorkeling, scuba diving and other open water activities, and travel to and from dive sites **and I expressly assume all risks involved in such activities.**

-I expressly understand and agree that East Coast Wreck Diving Corp., its Franchisees, the Vessel, the Vessel Owners, charterers and operators of the vessel, and their officers, directors, shareholders, agents, employees, volunteers and affiliated companies (hereinafter collectively referred to as **"RELEASED PARTIES"**), **assume no responsibility or liability** for service, transportation or equipment made available by any airline, travel or booking agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of such entity.

- I understand and agree that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident or injury that may arise or result, directly or indirectly, from activities in which I engage on the trip/trips I am present for.

-I understand and agree that East Coast Wreck Diving Corp. reserves the right to deny my participation for any reason whatsoever.

-I further understand that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, and inconvenience or modification to the diving portions of the program itinerary, and East Coast Wreck Diving Corp. reserves the right to modify and/or cancel diving arrangements due to unfavorable weather conditions and to substitute comparable facilities and equipment. In the event of equipment failure of the Vessel, seizure or arrest of the Vessel under color of law, unavailability of labor due to strikes, lockouts, political or labor disturbances or the like, or passenger bookings which are in the sole discretion of East Coast Wreck Diving Corp. insufficient to permit a charter, East Coast Wreck Diving Corp. reserves the right to cancel the charter and to refund all deposits. No refunds can be made for cancelled diving arrangements due to adverse weather or for substitution of facilities and/or equipment or for minor inconvenience once a trip begins. East Coast Wreck Diving Corp. is not responsible and has no liability for cancellations arising from wars, riots, or other incidents.

Initial

WAIVER OF LIABILITY for ORDINARY NEGLIGENCE

- I further agree that, in consideration of being allowed to participate in the trip and the activities that may be available in connection with that trip, I hereby waive, release, and absolve the Released Parties of and from any all liability and responsibility for personal injury, property loss, death, and any and all other damages that I may sustain in connection of or arising out of my participation in the trip for which I have applied and the activities made available in connection therewith, whether such injuries, losses or damages result from ordinary negligence of the provider, products liability, strict liability, un-seaworthiness of the vessel, or fault of any of the RELEASED PARTIES.

Initial

INDEMNIFICATION

- I further agree to defend, indemnify, and hold harmless the RELEASED PARTIES from any and all claims, lawsuits, legal costs, attorney fees, court costs or investigative costs put forth by me or anyone purporting to act on my behalf, including but not limited to; spouse, heirs, administrators and assigns for any such personal injury, property loss, death, or other damages.

Initial

MEDIA RELEASE

-I authorize East Coast Wreck Diving Corp. to use, in whole or in part, my name, likeness, image, voice, biography, interview, and performance in connection with all charters, in all manner and media, as East Coast Wreck Diving Corp. shall determine in its sole discretion.

Initial

OTHER CONSIDERATIONS

-I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

- I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES make from time to time.

-I further agree to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES may from time to time deem desirable or needful or prescribe during the course of the program.

Initial

JURISDICTION AND APPLICABLE LAW: All claims against the RELEASED PARTIES arising under, in connection with, or incident to this agreement shall be determined according to the laws of New York and shall be adjudicated in the courts of New York, to the exclusion of the courts of any other state or county.

Initial

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements and cannot be modified or changed in any way by representations or statements by any employee or agent of the RELEASED PARTIES. This agreement may only be amended by a written document duly executed by all parties.

Acknowledgment of Understanding

I have read the terms and conditions set forth above in their entirety and I understand them and accept them unconditionally. I understand that I am relinquishing substantial legal rights, including the right of financial recovery for injury, death or loss whether they result from the **INHERENT RISKS** of the activity or from the **ORDINARY NEGLIGENCE** of East Coast Wreck Diving Corp. and all other RELEASED PARTIES. It is further acknowledged that the signer is **voluntarily** participating in the activity, and is **voluntarily** signing the agreement.

Initial

Participant: Printed Name: _____ Signature: _____ DATE: _____

Witness: Printed Name: _____ Signature: _____ Date: _____

Nothing above has changed and I still understand and agree to the above in its entirety: Signature: _____ Date: _____

Signature: _____ Date: _____ Signature: _____ Date: _____ Signature: _____ Date: _____

Signature: _____ Date: _____