



UTD General Release of Liability and Covenant Not to Sue for Recreational, Technical and Overhead Environment SCUBA Diving and Snorkeling.

In consideration of permitting me, _____, with an address of _____ and email of _____ and phone of _____,

to participate in SCUBA diving and related activities conducted by any UTD Scuba Diving, LLC certified and active instructor, for myself, my personal representatives, heirs and next of kin (if under 18 parent/guardian must sign and initial):

1. I HEREBY acknowledge that SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I further acknowledge that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance of travel. I understand that the activities in which I am participating may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

I agree to the above paragraph. Initial Here: _____

2. I HEREBY RELEASE, WAIVE, AND DISCHARGE the dive leader named above, UTD Scuba Diving, LLC (aka Unified Team Diving, aka Public Safety Team Diving), and any of its owners, officers, instructors, agents or employees (the Releasees) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN SCUBA DIVING OR ANY RELATED ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I agree to the above paragraph. Initial Here: _____

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of OR RELATED TO MY PARTICIPATION IN SCUBA DIVING OR ANY RELATED ACTIVITIES, whether foreseen or unforeseen and whether caused by the negligence of the Releasees or otherwise.

I agree to the above paragraph. Initial Here: _____

4. I HEREBY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost any of them may incur, now and forever, arising out of OR RELATED TO MY PARTICIPATION IN SCUBA DIVING OR ANY RELATED ACTIVITIES, whether caused by the negligence of the Releasees or otherwise.

I agree to the above paragraph. Initial Here: _____

5. I HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this agreement and release extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

I agree to the above paragraph. Initial Here: _____

6. I HEREBY agree NOT to SUE or otherwise assert any claim against any of the Releasees for any injury or damage I may incur as a result of my participation in SCUBA diving or any related activities. I understand that if, notwithstanding my agreement not to sue, I bring any action against Releasees for any claim released pursuant to this agreement, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. I agree to the above paragraph.

I agree to the above paragraph. Initial Here: _____

7. I HEREBY ACKNOWLEDGE that the Release included in this agreement is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion of this agreement and release is held invalid, the balance shall continue in full legal force and effect. I agree to the above paragraph.

I agree to the above paragraph. Initial Here: _____

8. I HEREBY ACKNOWLEDGE I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any prior or contemporaneous agreements. I understand that this agreement may not be orally modified and I am not relying on representations made by anyone other than those set forth in this agreement. I agree to the above paragraph.

I agree to the above paragraph. Initial Here: _____

I understand that this agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any prior or contemporaneous agreements. I understand that this agreement may not be orally modified and I am not relying on representations made by anyone other than those set forth in this agreement.

I agree to the above paragraph. Initial Here: _____

BY WAY OF MY VOLUNTARY DIGITAL SUBMISSION, I AGREE THAT I HAVE FULLY READ AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT NOT TO SUE AND AGREE TO BE BOUND BY IT.

Signature of Participant or Parent/Guardian

Date

IF PARTICIPANT IS UNDER THE AGE OF 18:

If the participant is under the age of 18, then the parent or guardian must PRINT AND SIGN this agreement and agree to be legally bound by it and furthermore be legally responsible for the minor participant, including being responsible for all damages, injury or death which may occur as a result of the minor's participation in diving activities. The parent or guardian hereby agrees to be fully responsible to the "Released Parties" for any damage, injury or death caused by the minor, including actions brought by the minor, for any damages whatsoever.

Signature of Parent or Guardian

Date