

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Swim King Dive Shop Inc, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SKDS"), I hereby agree to release, indemnify, and discharge SKDS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Scuba Diving, swimming, and other water based activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: accidental drowning; slipping and falling, surf, currents, and tidal conditions; exposure to weather, poisonous and/or carnivorous marine life, undersea wrecks, natural and artificial reefs, caves, caverns, boats and their equipment, and other divers; travel in remote areas; decompression sickness (bends), lung expansion and hyperbaric injuries can occur that require treatment in a decompression chamber which may be located an extended distance from the dive site; air embolism, nitrogen narcosis, deep water blackout, oxygen toxicity, hypoxia; entanglement in/ or missing guidelines or floats, safety or anchor lines; transmissible pathogen or disease; exposure to cold water resulting in hypothermia, cold shock, and accidental drowning; my own physical condition, and the physical exertion associated with this activity.

Furthermore, SKDS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) during scuba activities as deemed necessary.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SKDS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SKDS's equipment or facilities, **including any such claims which allege negligent acts or omissions of SKDS.**
4. Should SKDS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SKDS, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SKDS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at SKDS. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by SKDS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SKDS from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____