

**California Wreck Divers, Inc. Release of Liability, Waiver of Claims,
Express Assumption of Risk and Indemnity Agreement**

**READ CAREFULLY, MARK ANY PORTION YOU DO NOT
AGREE WITH AS VOID IN THE LEFT HAND MARGIN
AND INITIAL.**

Express Assumption of Risk Associated with Diving and Related Activities

I _____ do hereby affirm and acknowledge that I am fully informed of the inherent hazards and risks associated with Scuba and Skin and Diving and Snorkeling and related activities. I fully understand that these risks can lead to severe injury and death. I understand that diving operations may be conducted at a site that is remote from a recompression chamber, or other competent medical assistance. Nevertheless I choose to proceed even in the absence of a recompression chamber and competent medical assistance. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from the dive sites. Despite the potential hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from diving activities which could result in personal injury, loss of life, and property damage to me

I Understand that it is the expressed policy of the California Wreck Divers, Inc. to follow and obey the spirit and letter of all applicable laws, statutes and regulations with regards to recovery, salvage and disturbance of shipwrecks, debris fields and any parts thereof; and that it is my responsibility to know and be familiar with the law and to obey it. I understand that I am not to rely on the California Wreck Divers, Inc. nor any of its officers for statements of nor interpretations of the applicable law, statutes and regulations either by words or actions.

I further understand that the California Wreck Divers, Inc. Charter of a dive boat is solely for the purpose of providing transportation to and from advanced shipwreck dive sites and that diving on these sites requires specialized training, experience, equipment, and mental and physical conditioning and preparation. I further understand that wreck diving is inherently more dangerous than other diving and I fully understand these dangers. I wish to proceed and I freely accept and expressly assume all risk, dangers, and hazards that may arise from diving activities and participating in the California Wreck Divers, Inc. Charter which could result in personal injury, loss of life, and property damage to me.

I further understand that the California Wreck Divers, Inc. provides no divemasters, nor support on the surface, nor support in the water for any divers, neither to, nor from the dive site, nor at the dive site, nor any other supervision, nor any assistance with diving. I fully understand that unsupervised diving is inherently more dangerous than supervised diving and may result in delays in, or the absence of assistance should I require it. I wish to proceed and I freely accept and expressly assume all risk, dangers, and hazards associated with and that may arise from unsupervised diving activities which could result in personal injury, loss of life, and property damage to me.

I further understand that on California Wreck Divers, Inc. "Private Boats" dives, California Wreck Divers, Inc. solely coordinates the volunteer of boats (vessel, crew, captain) by individuals for purposes of this activity and assumes no responsibility, nor provides any warranty nor information as to the skill or lack thereof of the captain of the vessel, the seaworthiness of his vessel, nor insurance, nor the provision of O2 nor other medical first aid on board, nor the regulatory compliance of the captain, crew and the vessel. I further understand that it is my sole responsibility to ascertain these and any and all other facts with respect to the safety, skill, and capabilities of the vessel, its captain and crew. I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards associated with and that may arise from embarking on this activity on a private boat.

RELEASE OF LIABILITY, WIAVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the California Wreck Divers, Inc. Charter I hereby agree to the following:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I may have in the future, that anyone may have on my behalf in the future, and that anyone may have based upon any relationship or association with me, in the future against any of following persons or entities (Releasees); National Association of Underwater Instructors (NAUI), Professional Association of Dive Instructors (PADI), The California Wreck Divers, Inc. including its Officers and Members, as detailed below.

2. To release the Releasees, their officers, directors, employees, agents, and volunteers, from liability and responsibility, whatsoever, for any claims or causes of actions that I, my estate, heirs, executors, or assigns may have for personal injury, property damage or wrongful death arising from participation in a California Wreck Divers, Inc. Charter including SCUBA and Skin Diving whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me during my participation.

3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement. I further agree that no statements other than written signed statements subsequent to this agreement may alter the agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement.

I HAVE READ THIS AGREEMENT, I UNDERSTAND THIS AGREEMENT, I AGREE TO BE BOUND BY THIS AGREEMENT

SIGNATURE

DATE

WITNESS

DATE
