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**SCUBA DIVING ASSUMPTION OF RISK AGREEMENT  
& LIABILITY RELEASE**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student/In-training Diver** -  **Adult**  **Minor (under 18)** **Divestore Name:** \_\_\_\_\_

**OR**

**Certified Diver** -  **Adult**  **Minor (under 18)** **Certification Agency:** \_\_\_\_\_ **Level:** \_\_\_\_\_

**Emergency Contact Info.:**

**Emergency Contact #1 -**

**Relationship -**

**Phone -**

**Emergency Contact #2 -**

**Relationship -**

**Phone -**

**Assumption of Risk Agreement and Liability Release**

*I understand that scuba diving with compressed air involves certain inherent risks, including but not limited to decompression sickness, embolism, or other hyperbaric/air expansion injuries, that require treatment in a recompression chamber, and that treatment at such a facility is some distance and time from the dive site. I still choose to participate in such activities in spite of the possible absence of a recompression chamber in proximity to the Pearl Lake Beach, LLC dive site. I hereby personally assume all risks in connection with any scuba diving activity, for any harm, injury, or damage that may befall me while I am a participant in scuba diving, including all risks connected therewith, whether foreseen or unforeseen. I realize that some diving activities may involve advanced knowledge, skills, and experience. I agree to not participate in any activities that are beyond the scope of my training and/or certification level. I also realize that diving in an overhead environment involves specialized training and equipment and that some sites in the lake may represent such a circumstance. I further am aware and understand that diving near any object or associated reference lines present in the lake can present the possibility of entanglement and that I should use appropriate caution in that regard.*

*I agree that at any time, should I feel uncomfortable with any or all activities, I will refrain from participating in that particular activity. I confirm that all my diving equipment has been properly maintained and is in good working order and condition to the best of my knowledge. I will inspect all of my equipment prior to scuba diving activity. I will not hold the Pearl Lake Beach LLC (here after referred to as "Released Parties") responsible for use of inadequately maintained equipment or my failure to inspect my equipment prior to scuba diving. Relative to any diving activities that I participate in, I declare that I am a diver in training under the supervision of a certified diving educator OR a certified scuba diver who is certified through a recognized agency, trained in safe diving practices, and am aware that scuba diving has inherent risks which may result in serious injury or death, and that I am in good mental and physical fitness to participate in scuba diving activities. I understand and agree that neither Pearl Lake Beach LLC, nor the dive professional(s) or divers affiliated with Pearl Lake Beach LLC or present at the dive site/activity, nor their respective employees, officers, agents, assigns or associated individuals (here after referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or damages to or loss of any property/equipment.*

*I further agree that neither myself nor my family, estate, heirs, or assigns will hold the "Released Parties" responsible for any occurrence that may result in injury, death or loss that may occur as a result of my participation in this activity, or as a result of the negligence whether passive or active of any party, including the "Released Parties."*

*I acknowledge and willingly assume all risks and hazards for all Pearl Lake Beach, LLC activities. I further understand that by this agreement that neither I, nor my family, estate, heirs, or assigns cannot make a claim, sue, or expect the owner's officers, agents, employees, and associates, or its beneficiaries to be legally responsible or pay for any damage or injuries. The undersigned, understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated, may also exist and may result in injury, illness, disease, death, or damage. My participation in any and all scuba diving activity is purely voluntary, and I elect to do so at my own risk at all times while at Pearl Lake Beach, LLC.*

*I am signing this Agreement of my own free will and with the knowledge and understanding that I hereby agree to waive all 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. 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 or injury.*

*I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.*

*I, \_\_\_\_\_, BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE PEARL LAKE BEACH, LLC AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.*

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. I UNDERSTAND THAT BY ENTERING MY NAME ON THE ELECTRONIC SIGNATURE LINE, I AM GIVING UP LEGAL RIGHTS FOR MYSELF AND ALL OTHERS WHO MAY HAVE A CLAIM ON MY OR THEIR BEHALF AGAINST THE RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.**

X \_\_\_\_\_  
 Signature Date  
**IF THE STUDENT/DIVER IS A MINOR ... THE SIGNATURE OF A PARENT/GUARDIAN IS REQUIRED**

X \_\_\_\_\_  
 Signature of Parent/Guardian Date