



**TECHNICAL DIVING RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
AND EXPRESS ASSUMPTION OF RISK AGREEMENT**

**PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING THIS RELEASE.**

**EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH TECHNICAL DIVING, AND RELATED ACTIVITIES**

I, (PRINT PARTICIPANT LEGAL NAME) hereby affirm and acknowledge that I have been fully informed of the unique and inherent hazards and risks of Technical SCUBA Diving activities. I fully understand that Technical Open-Circuit, Semi-Closed, and Closed-circuit SCUBA Diving with compressed air, oxygen or multiple mixed gases involves certain inherent hazards and risks including, but not limited to decompression sickness, embolism, oxygen toxicity, hypoxia, narcosis, barotrauma, hyperbaric injuries, equipment failure and user error that can lead to serious permanent injury and loss of life. I understand that diving activities may be conducted at a site that is remote from a recompression chamber and/or 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 hazards and risks associated with Technical Diving and related travel, including, but not limited to the possible injury or loss of life as a result of a vessel accident, being hit by a vessel while in or under the water, while boarding, disembarking, exiting and/or re-boarding the vessel to begin or end diving activities, as well as during travel to and from dive sites. Despite the potential hazards and risks associated with Technical Diving and related activities which can include but are not limited to, aquatic life encounters, currents, waves, barotraumas (pressure change related injuries), sudden loss of visibility, entrapment underwater in wrecks, caves, vegetation, navigational lines, fishing line, fishing nets or debris, I wish to proceed and I freely accept and expressly assume all hazards and risks, that may arise from Technical Diving and related activities which could result in personal injury, loss of life and property damage to me.

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT**

In consideration of being allowed to participate in this Technical SCUBA Diving course of instruction or activity, as well as the use of any of the facilities and the use of the equipment of the below listed persons and entities, I hereby agree as follows:

- 1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereafter referred to as "Releasees"); National Association of Underwater Instructors, Inc. (NAUI) and subsidiary companies

(Instructor/s and Leader/s) Red Anchor Scuba, Brad King, affiliates contractors, employees, volunteers, and/or facilities.  
(Facility/ies) \_\_\_\_\_  
(Others) \_\_\_\_\_

- 2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from any liability and responsibility, whatsoever for any claims or causes of action that I, my estate, heirs, executors or assigns, may have for personal injury, property damage or wrongful death arising from Technical SCUBA Diving activities, whether caused by active or passive negligence of the Releasees or otherwise. By executing this Agreement, I agree to save and hold the Releasees harmless from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my participation in this Technical SCUBA Diving course, including both claims arising during the course, after I have received my certification, and any and all future courses of instruction, programs and dive related travel I undertake.
- 3. I fully understand that Technical SCUBA Diving activities are physically strenuous and I will be exerting myself during this course of instruction. I understand and agree that if I am injured or killed as a result of heart attack, panic, hyperventilation, oxygen toxicity, hypoxia, narcosis, aquatic life encounters, drowning or any other cause, that I expressly assume the risk of these injuries and/or attended death and that I will not hold the Releasees included in this Agreement responsible in any other way.
- 4. By entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by, and interpreted in accordance with the laws of the State of Florida, United States of America.
- 5. If any provision, section, subsection, clause or phrase of this Agreement is found to be unenforceable or invalid, that portion shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable portion had never been contained in this Agreement. The English language version of this document shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

I hereby declare that I am a qualified SCUBA Diver and have been truthful in stating my qualifications as a certified SCUBA Diver from the following training agency/s \_\_\_\_\_ and that I am aware of the required prerequisite certification/s or equivalent experience. I have been a certified diver since \_\_\_\_\_ and I have conducted a total of \_\_\_\_\_ dives to a maximum depth of \_\_\_\_\_ meters seawater or \_\_\_\_\_ feet seawater.

I fully understand that the terms of this Agreement are contractual in nature and not a mere recital. I further state by way of my signature I have signed this Agreement of my own free act. I also declare that I am of legal age and competent to sign this Agreement.

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

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness (Printed Name): Brad King Witness Signature: \_\_\_\_\_

**INSTRUCTOR/LEADER CONFIRMATION**  
**I HAVE REVIEWED THIS AGREEMENT AND CONFIRM THAT IT HAS BEEN PROPERLY COMPLETED.**

Signature of Instructor/Leader: Brad King #60291 Date: \_\_\_\_\_