



Northern California Rainbow Divers, Inc. Liability Release and Express Assumption of Risk

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin and scuba diving and further state that I am of lawful age and legally competent to agree to this Liability Release and Express Assumption of Risk (“Release”).

I understand that this Release encompasses and applies to all skin and scuba diving activities of Northern California Rainbow Divers, Inc. (“NCRD”) in which I choose to participate (the “Activities”) within eighteen months from the date hereof. I understand and agree that this Release applies to NCRD and all its officers, Board members, members, agents, volunteers, employees and/or servants (the “Released Parties”). In consideration of being permitted membership in Northern California Rainbow Divers, Inc. (“NCRD”), I hereby personally assume all risks in connection with the Activities for any harm, injury, or damage that may befall me while I participate in any of the Activities, including all risks connected therewith, whether foreseen or unforeseen. **I UNDERSTAND AND AGREE THAT NONE OF THE RELEASED PARTIES MAY BE HELD RESPONSIBLE IN ANY WAY FOR ANY INJURY, DEATH, PROPERTY OR OTHER DAMAGES TO ME OR MY FAMILY, HEIRS OR ASSIGNS THAT MAY OCCUR AS A RESULT OF OR IN CONNECTION WITH THE ACTIVITIES OR AS THE RESULT OF THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I FURTHER RELEASE AND EXEMPT THE ACTIVITIES AND THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS ARISING AS A RESULT OF OR IN CONNECTION WITH THE ACTIVITIES, INCLUDING ALL RISKS CONNECTED THEREWITH, WHETHER FORESEEN OR UNFORESEEN.** I agree not to sue or make a claim against the Released Parties’ negligence relating to or in connection with the Activities and in the event I shall prosecute any such claim, then I shall indemnify and hold the Released Parties harmless from any loss or liability therefrom, including costs and attorney’s fees.

Further, I understand that diving with compressed air involves certain risks, including decompression sickness, embolism or other hyperbaric injuries that require treatment in a decompression chamber. I know that Activities during NCRD trips may be conducted at remote locations and that a hyperbaric chamber may not be easily or readily accessible. Nonetheless, I agree that, should I be involved in an accident during any such Activities and am evacuated to a hyperbaric chamber, I am responsible for all associated expenses. I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during the Activities. I expressly assume all risk for, and will not hold the Released Parties responsible for, any injuries that may befall me in connection with such activities, whether foreseen or unforeseen, including without limitation, injuries due to heart attack, panic, hyperventilation or other injuries caused by physical strain or exertion. I have read this agreement and the PADI Standard Safe Diving Practices and understand the importance and purposes of these established practices. I realize they are for my own safety and well being, and that failure to adhere to them can place me in jeopardy when diving. **I fully understand my responsibilities and the legal rights that I am giving up by accepting the terms of this document. This Liability Release and Express Assumption of Risk shall be binding upon me and my successors, heirs, executors, administrators and assigns.**

Print Name

Signature

Date

PADI Standard Safe Diving Practices

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Deny use of my equipment to uncertified divers. Always have a buoyancy control device and submersible pressure gauge when scuba diving. Recognize the desirability of an alternate air source and a low-pressure buoyancy control inflation system.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities.
5. Adhere to the buddy system throughout every dive. Plan dives, including communications, procedures for reuniting in case of separation, and emergency procedures with my buddy.
6. Be proficient in dive-table usage. Make all dives no-decompression dives and allow a margin of safety. Have a means to monitor depth and time under water. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 60 feet/18 meters per minute.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while under water. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving.
8. Breathe properly for diving. Never breath hold or skip breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and under water and dive within my limitations.