



408-463-0585
Brian Nelson

TRIP DATE _____
BOAT Beach Hopper II
NAME Mr. _____
Ms. _____
Please print full name
Street _____
City _____ State _____ Zip _____
Telephone Home _____ Work _____
Email: _____ Age _____

REPRESENTATION OF DIVING CERTIFICATION

Non-Certified Student Diver In Training

Instructor's Name: _____

Certified Diver

Certified by _____
Organization (SSI, PADI...) Level Student No. Date Certified

Personal Physician

NAME _____

ADDRESS _____

TELEPHONE _____

Person to Contact in Emergency

NAME _____

ADDRESS _____

TELEPHONE _____

YOUR OBLIGATION FOR YOUR OWN SAFETY

Please read carefully

Scuba diving is a hazardous activity with inherent risks and dangers, including, but not limited to, risks associated with equipment failure, perils of the sea and acts of fellow divers which could result in serious injury or death. California diving takes place primarily in a rocky, kelp forest environment with water temperatures requiring a full ¼ inch thick or equivalent wetsuit or drysuit. Diving conditions such as currents, surge, visibility, depth, water temperature, wind and surface wave action can vary from site to site and day to day. It is the sole responsibility of each diver to select and plan dives that are appropriate for his or her level of skill, experience, fitness and comfort.

YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN SAFETY DURING THE DIVE. Giving a proper "Diver in trouble" signal is no guarantee that anyone will see the signal or respond to it. It is your sole obligation to know and practice safe diving practices. You are solely responsible for inspecting all of your equipment and ensuring that it is working properly before the boat leaves the dock. You must plan your dives as no decompression dives. The dive is NOT guided. It is your obligation to keep your buddy in sight at all times. You and your buddy are expected to supervise your own dives, keeping track of depth, time, direction, air supply and observing normal safe diving practices. While a Certified Dive Master may be on board, he/she is not acting in the capacity of an instructor or guide, and is not responsible in any way for your safety.

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from participation in a boat trip(s) and/or scuba dive(s), **Participant** and the parent or legal guardian of **Participant** if **Participant** is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means participation on a boat trip and/or participation in scuba diving (including, but not limited to, being transported to and from the boating/scuba diving location (whether by public or private vehicles and whether over land or over water or some combination thereof), preparing to dive, assisting other participants, diving, swimming, returning from diving; riding on whatever transport is furnished, whether or not **Participant** intends to dive).
2. "**SPORTS INJURIES**" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by **Participant** as a result of **Participant's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any PADI programs. If **Participant** is under 18 years of age, the term "**SPORTS INJURIES**" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by **Participant** as well as personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by **Participant's** parents or legal guardians, as a result of **Participant's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any PADI programs.
3. "**RELEASED PARTIES**" means the following, including their affiliate or subsidiary organizations, owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) Brian Nelson and Mary Jo Nelson;
 - b) Nelson Diving Center, llc, a limited liability company;
 - c) International PADI, Inc., a Corporation (PADI);
 - d) Any vessel that **Participant** boards during **PARTICIPATION IN THE SPORT** and each of its captain and crew members;
 - e) Each of the Dive Master(s) connected with **Participant's PARTICIPATION IN THE SPORT**;
 - f) Each of the instructors from whom and facilities through which **Participant** receives instruction in scuba diving;
 - g) All other persons present during **Participant's PARTICIPATION IN THE SPORT**.

B. I FOREVER RELEASE AND DISCHARGE the **RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this agreement shall be governed by and construed in accordance with the laws of the State of California. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of California, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement is in addition to and is not intended to replace any other liability releases that **Participant** may have signed related to **Participant's PARTICIPATION IN THE SPORT**. To the extent that there is any conflict between such liability releases, **Participant** intends to be subject to the liability release that provides the most expansive release of claims and assumption of risk allowed by law.

F. I REPRESENT THAT **Participant** is at least 18 years of age, or, that I am the parent or legal guardian of **Participant** and am making this agreement on behalf of myself and **Participant**. If I am the parent or legal guardian of **Participant**, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Participant** suffers **SPORTS INJURIES** as a result of **Participant's PARTICIPATION IN THE SPORT**, even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**.

G. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN BOAT TRIP(S) AND SCUBA DIVE(S), AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY **PARTICIPANT** OR ME IN CONNECTION WITH **PARTICIPANT'S PARTICIPATION IN THE SPORT**.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING.

Participant: _____ / _____ / _____
Participant's Signature Date

Parent/Legal Guardian: _____ / _____ / _____
Signature of Participant's Parent or Legal Guardian if Participant under 18 years of age Date