

## DIVER

### WAIVER OF CLAIM AND RIGHT TO SUE, EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**PLEASE BE AWARE THAT BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS IS A RELEASE OF YOUR RIGHTS TO SUE MERMET SPRINGS, INC., OR GLEN FAITH, OR THEIR EMPLOYEES, AGENTS, AND ASSIGNS (HEREINAFTER THE "RELEASEES") FOR PERSONAL INJURIES OR WRONGFUL DEATH OR PROPERTY DAMAGE, ANTICIPATED OR UNANTICIPATED, SUSTAINED BY YOUR ENTRANCE AND PARTICIPATION IN ANY ACTIVITIES ON OR ABOUT THE PREMISES OF THE RELEASEES INCLUDING PARTICIPATION IN THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING AND/OR SNORKELING AND/OR SWIMMING AND/OR OTHER ACTIVITIES OR AS A RESULT OF ANY NEGLIGENCE OF THE RELEASEES DURING YOUR SCUBA DIVING AND/OR SNORKELING AND/OR SWIMMING AND/OR OTHER ACTIVITIES AT MERMET SPRINGS, INC.**

I, \_\_\_\_\_, acknowledge that I am a certified scuba diver or under the direction of a certified instructor trained in safe diving practices. I do hereby affirm and acknowledge the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming. I fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, \_\_\_\_\_, to participate in swimming, snorkeling, scuba diving and/or any other activities conducted by the facility of Mermet Springs, Inc.; I, for myself, my personal representatives, heirs, executors, administrators, assigns, or next of kin, do hereby acknowledge that scuba diving and/or snorkeling and/or swimming and/or zip line activities are potentially dangerous activities and involve the risk of serious injury and/or death and/or property damage, and hereby release, waive, discharge, and agree not to sue the Releasees for personal injury, property damage, or wrongful death occurring to me which arises out of or is related to participation in scuba diving and/or snorkeling and/or swimming and/or any other activities that may occur on or about the premises of the Releasees, whether caused by the negligence of the Releasees, or otherwise.

I, \_\_\_\_\_, hereby expressly assume full responsibility for any risk of bodily injury, wrongful death or property damage arising out of, or related to, participation in scuba diving and/or snorkeling and/or swimming and/or any other activities on or about the premises of the Releasees, whether foreseen or unforeseen, and whether caused by the negligence of the Releasees, or otherwise.

I, \_\_\_\_\_, expressly agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that may occur which arises out of scuba diving and/or snorkeling and/or swimming and/or any other activities on or about the premises of the Releasees, whether caused by the negligence of the Releasees, or otherwise.

I, \_\_\_\_\_, fully understand that diving with compressed air involves certain risks, and injuries can occur which require treatment in a recompression chamber. I fully understand that Mermet Springs, Inc.'s facility is a remote site, either by time or distance or both, from a recompression chamber, and I nevertheless expressly assume the inherent hazards and risks associated with scuba diving and/or snorkeling and/or swimming in such a remote site. I hereby personally assume all risks and hazards in connection with said activities for any personal injury, wrongful death, or property damage that may befall me as a result of my participation in these activities at Mermet Springs, Inc., whether foreseen or unforeseen, and I still wish to proceed with these activities despite the absence of a recompression chamber in proximity to the Mermet Springs, Inc. facility.

I, \_\_\_\_\_, hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees and agree that this Waiver of Claim and Right to Sue, Express Assumption of the Risk, Release of Liability, and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations.

I, \_\_\_\_\_, in executing this document, am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. If any other provision of this agreement 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 agree that this exculpatory agreement shall be effective from \_\_\_\_\_ to December 31, 2012.

I, \_\_\_\_\_, hereby declare that I have read this contractual document entitled Waiver of Claim and Right to Sue, Express Assumption of the Risk, Release of Liability, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

**PARTICIPANT'S NAME:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

**WITNESS:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

**PARTICIPANT'S BIOGRAPHICAL INFORMATION:**

Current Address: \_\_\_\_\_  
\_\_\_\_\_  
(Street, City, State and Zip)  
Phone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Certification Agency: \_\_\_\_\_  
Cert. Card Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_  
City: \_\_\_\_\_  
Telephone: \_\_\_\_\_

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee having been made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releasees from any loss, liability, damages, or cost that may occur which arises out of my minor child's scuba diving and/or snorkeling and/or swimming and/or any other activities on or about the premises of the Releasees, whether caused by the negligence of the Releasees, or otherwise.

**PARENT'S NAME:** \_\_\_\_\_  
(Please print) (Signature required) (Date)

**GUARDIAN'S NAME:** \_\_\_\_\_  
(Please print) (Signature required) (Date)