

Liability, Negligence Release And Assumption Of Risk

FOR IAND, Inc, / IANTD TRAINING PROGRAMME

INSTRUCTOR COPY

PLEASE READ CAREFULLY. FILL IN ALL BLANKS. INITIAL EACH PARAGRAPH BEFORE SIGNING THE RELEASE ON THE BOTTOM OF THE SECOND PAGE OF THE RELEASE.

- _____ hereby affirm that I have been advised and thoroughly informed of the inherent hazards of technical Scuba diving activities. Further, I understand that diving with compressed air, oxygen-enriched air (Nitrox), oxygen and/or helium (Trimix and/or Heliox) and/or neon in either Open Circuit or Semi-closed Circuit or Closed Circuit rebreathers involves certain inherent risks including, but not limited to, decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotraumas/hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open water Scuba diving trips, which are necessary for training and certification, may be conducted at a site that is remote, either by time or distance or both from such a recompression chamber. I still choose to proceed with such instructional Scuba dives despite the possible absence of a recompression chamber in proximity to the dive site.
- _____ I understand and agree that neither my instructor(s): _____, the facility _____ through which I receive my instruction nor IANTD/IAND, Inc., nor any of their respective employees, officers, agents or assignees (hereafter referred to as **Released Parties**) may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assignees that may occur as a result of my participation in this diving class or as a result of the negligence on any party, including the Released Parties, whether passive or active.
- _____ In consideration of being allowed to enroll in this course, I hereby personally assume all risks in connection with said course, for any harm, injury, or damage that may befall me while I am enrolled as a student of this course, including all risks connected therewith, whether foreseen or unforeseen.
- _____ I further save and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assignees arising out of my enrolment and participation in this course, including both claims arising during the course or after I receive my certification.
- _____ I also understand that technical Scuba diving activities are physically strenuous and that I will be exerting myself during this Scuba diving course and that if I am injured or killed as a result of heart attacks, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning or any other risk of diving that I expressly assume the risk of said injuries and that I will not hold the above listed Individuals or companies responsible for the same.
- _____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
- _____ I further state that I am already a qualified diver and have been truthful in stating my qualifications as a certified Scuba Diver from the following training agencies: _____, _____, _____, and that I am aware of the required certification or equivalent experience. I have been a certified Scuba Diver since: _____, and have been diving for: _____ years for a total of: _____ dives to a maximum depth of: _____ feet / meters (**Circle either feet or meters**).
- _____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and will.

