

MUTUAL WAIVER, RELEASE, AND EXPRESS ASSUMPTION OF THE RISKS OF SCUBA DIVING AND SPECIAL RECOGNITION OF DEEP DIVING HAZARDS

I am engaging in SCUBA diving voluntarily and with full knowledge of the dangers involved. I am an experienced diver and have been certified for SCUBA diving by a recognized agency. I know SCUBA diving and associated activities subject me to the risk of death, and serious injury from, among other things decompression sickness (bends), lung expansion injuries, air embolism, equipment failure, physical exertion, nitrogen narcosis, deep water blackout, oxygen toxicity, hypoxia, entanglement in/or missing guidelines or floats, safety or anchor lines, and exposure to the sea, sea life, undersea wrecks, natural and artificial reefs, current, caves, caverns, weather, boats and their equipment, and other divers. I expressly and voluntarily assume all risks related to such an activity. I further understand that such activities may take place in remote areas and a recompression chamber, which may be required to treat any injuries I may receive, may not be close.

For myself and my heirs, personal representatives, or assigns, from the date of this RELEASE and WAIVER AGREEMENT and forever hereafter, hold Jim Wyatt harmless and blameless for any injury to myself, including death, occasioned by participation in scuba diving activities, whether resulting by or through the negligence of Cave Dive Florida, their agents, servants, officers, instructors, or employees. Should I, my heirs, personal representatives, or assigns, institute an action against Jim Wyatt or Cave Dive Florida, rising out of injury to myself or property, as a result of scuba diving activities, then and in that event, I for myself and any heirs, legal representatives and assigns, HEREBY AGREE to pay all cost of such action, including attorneys fees incurred by them.

I recognize that Jim Wyatt may be providing me with certain equipment, techniques or ideas, and/or transportation to a site where I can scuba dive and may or may not be providing consents, permits or otherwise arranging a physical facility in which to engage in the sport. In consideration from the services of Jim Wyatt, I expressly and voluntarily release, indemnify, waive, hold harmless, and discharge Jim Wyatt and persons assisting him as well as all other personnel involved from any and all liability including liability for its, his or her own negligence to the fullest extent possible, on behalf of myself; my estate; and my beneficiaries, heirs and assigns, for anything which might happen to me or my property while scuba diving or engaging in associated activities, today and at all future times until this waiver is canceled in writing.

I recognize and accept the risks and consequences to me and my family if I am killed or seriously injured, and I warrant that I have made all necessary arrangements to provide for myself and my family in the event something happens to me.

I have carefully considered the dangers, and I nevertheless reaffirm my consent to this Waiver, Release, and Express Assumption of the Risks of Scuba Diving.

I have read this document and recognize that any claim or lawsuit brought because of death or injury to me shall be dismissed without trial because I have signed this Waiver, Release and Express Assumption of Risks of Scuba Diving.

This agreement is made in the State of Florida

Student Signature

DATED: _____

DATED: _____

Jim Wyatt
Cave Dive Florida
27202 NW 203rd Place
High Springs, Florida 32643

