



2012 ADULT SCUBA Information & Waiver Form

PLEASE TYPE OR PRINT CLEARLY.

NAME _____ SEX _____

SCHOOL/GROUP _____ PROGRAM DATES _____

DATE OF BIRTH ____/____/____ AGE ____ HOME PHONE _____

WORK PHONE _____ CELL PHONE _____

ADDRESS _____

CITY, STATE, ZIP _____

NAME OF PERSON TO CONTACT IN EMERGENCY: _____

RELATIONSHIP _____ PHONE # (____) _____

MY HEALTH/ACCIDENT POLICY IS WITH _____

WHOSE PHONE # IS _____

POLICYHOLDER NAME _____ POLICY NUMBER _____

MEDICAL INFORMATION List ANY medical problems, allergies, chronic symptoms, or medications presently being taken.

Height _____ Weight _____

Medication presently taken: _____

SPECIAL DIETARY NEEDS _____

(Vegetarian, allergies, etc.)

*PLEASE COMPLETE THE 2-page MRDF/MARINELAB SCUBA WAIVER
AND ATTACH TO THIS FORM.*



MRDF/MARINELAB SCUBA WAIVER FORM

Participant Name (please print) _____

Hereafter known as Releasor

SCHOOL/GROUP _____

Program Dates _____

BEFORE SIGNING THIS DOCUMENT, I AM GIVING UP ALL RIGHT TO SUE MARINELAB/MARINE RESOURCES DEVELOPMENT FOUNDATION INC., (MRDF) KEY LARGO UNDERSEA PARK INC., JADE DIVERS LLC DBA ISLAND VENTURES (hereafter known as RELEASED PARTIES), THEIR EMPLOYEES, AGENTS, DIVE BOATS, GROUPS OR INDIVIDUALS ASSOCIATED WITH ANY PROGRAMS OPERATED BY THESE ENTITIES, FOR BOTH MYSELF AND MY HEIRS, ASSIGNS, OR PERSONAL REPRESENTATIVES. I UNDERSTAND THAT THE PURPOSE OF THIS DOCUMENT IS TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

I am aware that MRDF arranges trips which involves participation by myself or my child. I wish to participate in these trips, or for my child to participate in these trips, and I acknowledge that during those trips, I or my child may be exposed to certain risks which are inherent in the activity and cannot be eliminated without destroying the unique character of the activity, such as travel by boat, swimming in or near the ocean, snorkeling in the ocean, accidents or illness in remote places without immediate access to medical facilities, and the forces of nature, including the sun, wind and rain. I understand that the description of these risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death.

Releasor, in consideration of the permission granted to **Releasor** by **Released Parties** for my participation in these expeditionary trips, diving activities and any other related activity the **Released Parties** may not be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns.

Releasor, for himself/herself and his/her personal representatives, heirs, next of kin, executors, administrator and assigns, hereby forever releases, waives, indemnifies, holds harmless, discharges and covenants not to sue **Released Parties** from any and all actions, causes of action, damages, claims, demands or other liabilities, either in law or in equity, arising from or by reason of bodily injury or personal injuries known or unknown, including death and/or any property or equipment damage known or unknown which may occur as a result of or in connection with **Releasor's** participation in these diving activities or any other related activity, caused by the ordinary negligence of any party including the **Released Parties** whether active, passive or otherwise.

Releasor understands that participation in certain education activities, may consist, in whole or part, of SCUBA diving, Snorkeling, Skin Diving and/or living and working in an underwater laboratory and/or underwater hotel, diving with a surface supplied air system (hookah), boat diving, diving in the Emerald Lagoon, and training in the surrounding areas, the receipt of which permission is hereby acknowledged, and for other good and valuable considerations, the receipt of which is hereby acknowledged, **Releasor** hereby personally assume all risks in connection with said course for any harm, injury, or damage that may befall he/she while enrolled as a student of this course or after completion of the course, including all risks connected therewith, whether foreseen or unforeseen.

Releasor acknowledges that he/she has been fully advised of and has actual knowledge and conscious appreciation of the particular risks associated with diving with compressed gas, including but not limited to those risks and dangers which could result in death, drowning, air embolism, illness (physical or mental), or damage to him/herself, his/her property, or to other third parties, and all other risks and dangers naturally inherent in diving, including the risk of decompression sickness or bends, embolism, or other hyperbaric injuries which can occur that require medical treatment in a recompression chamber. **Releasor** understands that the open water dive trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. **Releasor** still chooses to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive.

Releasor acknowledges that Skin and SCUBA Diving are physically strenuous activities and that he/she will be exerting himself/herself during this instructional program, and that if he/she is injured as a result of a heart attack, panic, hyperventilation, etc., that he/she expressly assumes the risk of said injuries and that he/she will not hold the **Released Parties** responsible for same. **Releasor** will inspect equipment, whether personally owned or rented from Released Parties, and will obey all safety directives issued by employees or agents of the Release Parties.

Releasor realizes that he/she is responsible for any and all injury to persons or damage to property which may occur as a result of or in connection with his/her participation in said activities. **Releasor** hereby acknowledges that he/she is fully advised of and has actual knowledge and conscious appreciation of the particular risks and dangers involved in said activities, including but not limited to those risks and dangers involved in traveling by automobile and boat to research and education locations, and spending periods exposed to the sun and weather in the research/education area or boat with its concomitant risks of motion sickness. **Releasor** hereby acknowledges that he/she elects voluntarily to fully assume all risks and confront all dangers, and is aware that he/she **should not** fly for 24 hours, dive for 12 hours, or dive deeper than 30' for the 12-24 hours after emerging from a habitat stay.

MRDF/MARINELAB SCUBA WAIVER

PAGE 1 OF 2—CONTINUED ON NEXT PAGE



MRDF/MARINELAB SCUBA WAIVER FORM PAGE TWO

PARTICIPANT NAME: _____

(RELEASOR)

Releasor expressly agrees that this Agreement/contract is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. Should Release Parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, Releasor agrees to indemnify and hold them harmless for all such fees and costs. In the event that Releasor files a lawsuit against the Released Parties, it is agreed that it will be done solely in the State of Florida, and that the substantive law of that state shall apply in that action without regard to the conflict of law rules for that state.

Releasor hereby represents and warrants that he/she is a qualified and certified SCUBA diver or is taking SCUBA lessons from a certified instructor, and is in good health and physically fit to SCUBA dive, and has no health conditions that would prevent compressed gas diving, and is at least 18 years of age and has carefully read this agreement and understands all of its contents, and executes it voluntarily and with full knowledge of its significance. If he or she is not 18 years of age, then this release must be read and signed by a parent or guardian of the participant.

Releasor further agrees that all ancillary rights, including but not limited to, publicity, movies, television, photo, literary, and replica rights, are exclusively the property of Marine Resources Development Foundation. Releasor may make public mention that he/she has participated in the the MarineLab Environmental Education Program, MarineLab Undersea Laboratory, and/or marine ecology programs, but must credit the Marine Resources Development Foundation as operator of the facility.

By way of my signature on this document, it is my express intention to give up my right to sue all individuals, entities or vessels referred to herein, whether specifically named or not. It is also my intention to exempt and relieve the vessel, its employees, agents and dive boats whether owned, operated, leased or chartered from all liability arising as a consequence of any act or omission including, but not limited to active or passive negligence. I fully agree to indemnify and hold these entities named within this document harmless from any and all liability for personal injury of any sort, property damage or wrongful death by myself, heirs and assigns, and expressly assume all risks in connection with activities of snorkeling and scuba diving. I have read and understand this document in its entirety. If I have any questions with respect to the contents of this document, I certify that I have fully informed myself before signing my name below. I fully agree to the terms and conditions herein and realize that they are given in exchange for MRDF, Key Largo Undersea Park Inc., and Jade Divers, LLC and the vessel allowing me to participate in this activity. I understand that this is a legally binding contract.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY/EXPRESS ASSUMPTION OF RISK FORM BY READING IT BEFORE SIGNING IT.

SIGNED: _____ DATE: _____

IF PARTICIPANT IS UNDER AGE 18: In consideration of _____
(Print Minor's Name)

("Minor") being permitted by Release Parties to participate in the above activities and to use equipment and facilities, I further agree to indemnify and hold harmless Released Parties from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

PARENT OR GUARDIAN SIGNATURE: _____

WITNESS: _____

