

Page 1 of 2

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR ENRICHED AIR (NITROX) DIVING

Please read carefully and fill in all blanks before signing.

I,	, hereby affirm that I am aware
(Student Name) that skin and scuba diving have inherent risks which may of the particular hazards of scuba diving with oxygen enrice	• •
I understand that diving with compressed air involves cert decompression sickness, embolism or other hyperbaric/ai recompression chamber. I also understand that diving with inherent risks of oxygen toxicity and/or improper mixtures open water diving trips which are necessary for training at that is remote, either by time or distance or both, from such proceed with such instructional dives in spite of the possib proximity to the dive site.	ir expansion injury that require treatment in a hoxygen enriched air ("Enriched Air") involves of breathing gas. I further understand that the nd for certification may be conducted at a site characteristic and the recompression chamber. I still choose to
I understand and agree that neither my instructor(s),	Southern Cross Club, (Instructors Name)
the facility through which I receive my instruction,	Southern Cross Club(Facility Name)
nor PADI Americas, Inc. nor its affi liate and subsidiary co employees, officers, agents, contractors or assigns (herein held liable or responsible in any way for any injury, death heirs or assigns that may occur as a result of my participa	nafter referred to as "Released Parties") may be or other damages to me, my family, estate,

negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this course, I hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall me while I am a participant in this program including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this course, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

P.O. Box 44, Little Cayman, KY3-2501, Cayman Islands Tel ++ 345-948-1099 Fax ++ 345-948-1098

E-mail: <u>info@southerncrossclub.com</u> Website: <u>www.southerncrossclub.com</u>



FISH & DIVE RESORT

Page 2 of 2

I will inspect all of my equipment prior to the activities and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

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 understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or benefi ciaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or benefi ciaries will be estopped from claiming otherwise because of my representations to the Released Parties.

l,		, BY THIS INSTRUMENT AGREE
,	(Student Name)	,
TO EXEMPT AND R	ELEASE MY INSTRUCTORS,	Southern Cross Club, (Instructors Name)
THE FACILITY THRO	OUGH WHICH I RECEIVE MY INSTI	RUCTION,Southern Cross Club, (Facility Name)
LIABILITY OR RESP WRONGFUL DEATH	ONSIBILITY WHATSOEVER FOR P	TIES AS DEFINED ABOVE, FROM ALL ERSONAL INJURY, PROPERTY DAMAGE OR B BUT NOT LIMITED TO THE NEGLIGENCE R ACTIVE.
	UMPTION OF RISK AGREEMENT E	THE CONTENTS OF THIS LIABILITY BY READING IT BEFORE I SIGNED IT ON
Stud	ent Signature	Date (Day/Month/Year)
Signature of	Parent or Guardian	Date (Day/Month/Year)
Diver Accident Insura	ance? NO YES Policy Number	
P.O. Box 44, Little	· Cayman, KY3-2501, Cayman I	slands Tel ++ 345-948-1099

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