

MEMBERSHIP RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Name: _____ Date of Birth: ____/____/____

Address: _____ City: _____ State: _____ Zip: _____

Name of Scuba Diving Club (hereafter "The Club"): **South Orange County Dive Club**
Years Participating in Sport: _____ Principle Activity: _____

I understand and am aware that participation in the above referenced sport and the activities of the Club can be HAZARDOUS. I understand that the sport and Club activities involve risk of injury to any and all parts of my body. Despite the risk of injury, **I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH while participating in the sport and related activities regardless of cause including active or passive negligence.** (please initial _____.)

I understand that I must be in good health to participate in the Club's activities and the Club activities that involve exposure to the elements are all weather activities and may take place during, but not limited to, rain, snow, hail, smog, heat and/or wind. I hereby certify that my participation in Club activities is voluntary and that I am in good physical condition to safely participate in the Club's activities. (please initial _____.)

In consideration of acceptance of my application for membership to the Club to **I hereby AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY and further AGREE NOT TO SUE OR MAKE A CLAIM AGAINST, The South Orange County Dive Club**, and all of its officers, directors, employees, members or sponsors from ANY AND ALL LIABILITY, ACTIONS OR CAUSES, for injuries or damage to me or my property or wrongful death even if the injury or damages arise from any alleged cause of action of any individual or entity, for me or my estate. (please initial _____.)

I have received and read the Rules of the Club established by the Club. I understand and agree to abide by the Rules of the Club and to obey the directions of the Club leaders, organizers, and officials, and officers during all Club activities. (please initial _____.)

I understand and agree that should medical or other services be rendered to me by, or at the insistence of any of Club representatives or employees, such services do not constitute an admission of liability or an agreement to provide or to continue to provide such services. I hereby grant full permission to the South Orange County Dive Club to use photographs, videotapes, and or other record of my participation in Club activities, including my names, likeness, and/or voice for any legitimate purpose. (please initial _____.)

In consideration for being accepted as a member of the Club, I hereby agree to accept all the terms and condition of this contract. This document constitutes the final and entire agreement between the Club and the undersigned. I have carefully read this agreement. **I UNDERSTAND THAT IT IS A LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I UNDERSTAND THAT IT IS A CONTRACT AND SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS CONTRACT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS AND MY LEGAL GUARDIANS OR REPRESENTATIVES.** (please initial _____.)

This Release of Liability shall continue so long as I am a participate in Club Activities, including diving with club buddies, and shall be interpreted broadly against the Participant, and his successors' in interest, to accomplish active participation in the sport of Scuba Diving.

**THIS IS A RELEASE OF LIABILITY.
DO NOT SIGN IT IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.**

Participant's Name (please print) _____ **Signature** _____ **Date** ____/____/____

Parent / Guardian (please print) _____ **Signature** _____ **Date** ____/____/____

Witness (please print) _____ **Signature** _____ **Date** ____/____/____