

# GODDARD SEA VENTURES

## CAUTION:

This is a legal instrument which takes away certain rights you would otherwise have by law. **DO NOT** sign this instrument without first reading it carefully.

## LIABILITY RELEASE

I, \_\_\_\_\_,  
(print name)

residing at \_\_\_\_\_  
(print address)

being of legal age, have signed this instrument on \_\_\_\_\_, 20\_\_\_\_\_, as a condition of my participation in club dives of the GODDARD SEA VENTURES (the "Club") and in consideration of mutual undertakings in my favor by other participants in such dives. (The term, "Club dive" refers not only to an actual dive, from entering to leaving the water, but also to all activities before and after an actual dive, beginning when I first board the dive boat and ending after I and my equipment are off the boat after the end of a trip).

By signing this instrument, **I INTEND TO CREATE THE FOLLOWING LEGAL EFFECTS:**

1. I assume all risks to myself and my property, including unknown or unforeseen risks, and whether caused by objective circumstances (such as the physiological effects of diving) or by the negligence or recklessness of a beneficiary of this instrument.
2. I agree that no beneficiary of this instrument owes me the duty not to act negligently or recklessly with respect to myself or my property during or in connection with Club dives; in particular, I agree that no legal duty is owed to me to come to my rescue or to render aid, to continue aid or rescue efforts that may have been undertaken, or to act without negligence in conducting rescue efforts or rendering aid.
3. I release each beneficiary from any liability for harm to myself or my property occurring during a Club dive that may be caused by such beneficiary's negligence or recklessness.
4. I agree not to sue any beneficiary with respect to any harm to myself or my property occurring during a Club dive that may be caused by such beneficiary's negligence or recklessness, and I further agree to indemnify such beneficiary against any liability and all costs (including actual attorney's fees) which the beneficiary may incur if I do not keep this agreement not to sue.

The terms "risk" or "harm" with respect to myself, refer to physical injury including permanent injury or even death, and the terms "risk" or "harm" with respect to my property, refer to damage, destruction, or loss of any property, regardless of ownership, that I bring upon a Club dive.

This instrument shall be binding not only upon myself but also on those who may have claims through or under me, such as my spouse, offspring, heirs or estate.

The beneficiaries of this instrument are all the members of the Club, including in particular its officers and those who may carry out organizational activities, such as coordinate Club dives, select dive sites, or maintain or set up lines, breathing apparatus or other equipment. Any participant in a Club dive who is not a Club member shall become a beneficiary of this instrument with respect to such Club dive by signing an instrument equivalent to this one of which I am the beneficiary.

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## FURTHER EXPLANATIONS

In order to explain my intentions more fully (but not so as to limit anything stated above) I acknowledge the following:

- a. **My intended diving activities.** I am an underwater enthusiast and a trained scuba diver. I intend to potentially engage in scuba diving activities of a kind that are not necessarily condoned or recommended by scuba training and certification organizations and that may involve extreme exposures under guidelines of organizations such as NOAA or the U.S. Navy. These kinds of diving activities may, among other things, possibly involve dives to great depths and of long duration, multiple decompression stops, use of breathing gases other than air; conditions of extreme cold and limited visibility, and a dangerous submarine environment such as ship wrecks; and they may require lengthy off-shore travel on small boats far from medical or other aid facilities. I engage in these activities of my own free will and in no way have been forced or encouraged to participate in activities beyond my skill level.
- b. **The purpose of the Club.** It is precisely because I wish to engage in this kind of diving that I have joined the Club (or asked to participate in a Club dive). The Club is an association of enthusiasts such as myself. It is not a training or instructional organization, not withstanding the fact that members may share their experience or may advocate the use of particular diving techniques or equipment, perhaps even vigorously. Neither the Club as such nor its officers or individual members will, or are expected to, engage in any kind of planning, supervision or control of my own diving activities. While certain equipment provided by other Club members, such as lines or oxygen, may be available for use by any participant in a dive, I am nonetheless fully responsible for my equipment, dive planning, gas consumption and decompression calculations, emergency procedures, methods of entering and leaving the water, and all other aspects of my safety and well-being during a Club dive.
- c. **Risks.** The diving activities I intend to engage in involve severe risks. These include the particular risks associated with deep diving such as the physiological effects of breathing gas under pressure; hazards of the underwater environment such as currents, cold temperature, lack of visibility, physical obstacles, dangerous marine life and the like; as well as general maritime hazards associated with travel on small boats in an off-shore environment. I am well aware that the risks inherent in these activities as well as acts or omissions of other participants in a Club dive may cause physical harm to me, including permanent injury or even death, as well as damage, destruction or loss of my property. It is entirely up to me to inform myself of the risks involved and to act accordingly, and I will not rely on anyone else for my safety or well-being.

**INTENDING TO BE LEGALLY BOUND**, I have signed this instrument in the presence of

\_\_\_\_\_  
(print name of witness)

residing at \_\_\_\_\_

\_\_\_\_\_  
(print address of witness)

Witness:

\_\_\_\_\_  
(signature of witness)

\_\_\_\_\_  
(signature)