

Liability Release and Assumption of Risk Agreement | Enriched-Air (Nitrox) Diving

I hereby affirm that I am thoroughly informed about the particular hazards of scuba diving with oxygen-enriched breathing gas. I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I also understand that diving with oxygen enriched air ("Enriched Air") involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I further understand that the open water diving trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that (1) FUN AZUL FLEET, (2) CLUB AZUL, (3) FUN BAJA, or (4) M/V VALENTINA, and its instructors, dive masters, affiliate and subsidiary corporations nor any of their instructors, dive guides, respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in activity using enriched air, I hereby personally assume all risks of this activity, whether foreseen or unforeseen, that may befall me while I am engaging in the activity including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless the said activity and release the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this activity including both claims arising during or after the activity. 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 understand and accept 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 I have understood and agreed with 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 beneficiaries 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 beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, (1) FUN AZUL FLEET, (2) CLUB AZUL, (3) FUN BAJA, or (4) M/V VALENTINA, AND ITS INSTRUCTORS, DIVE MASTERS, AFFILIATE AND SUBSIDIARY CORPORATIONS NOR ANY OF THEIR INSTRUCTORS, DIVE GUIDES, RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS OR ASSIGNS FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BEFORE I CLICK THE " I HAVE READ AND UNDERSTOOD THE LIABILITY RELEASE FOR NITROX" BUTTON ON BEHALF OF MYSELF AND MY HEIRS.