

WATER/POOL FACILITY WAIVER AND RELEASE OF LIABILITY

GIGGLIN' MARLIN DIVERS, INC.

Please be aware: by signing this document you are waiving certain legal rights, including the right to sue.

Please read and be certain you understand the implications of signing this document. This form is to be used for all water related recreational activities, including, but not limited to, swimming, wading, snorkeling, scuba diving, diving and other social activities.

I, _____ ("Releasing Party") do hereby affirm and acknowledge the inherent hazards and risks associated with activities in or around water, as well as at the facility and on the property of Gigglin' Mariin Divers, Inc. ("Released Party"). I fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, Releasing Party, to participate in activities on the property and at the facility of Released Party, I agree as follows:

I, for myself, my personal representatives, heirs and next of kin do HEREBY acknowledge that water related recreational activities, including, but not limited to, swimming, wading, snorkeling, scuba diving, diving and other social activities ("Activities") ARE POTENTIALLY DANGEROUS ACTIVITIES and involve the risk of serious injury and/or death and/or property damage;

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Released Party its facility, or any of its officers, instructors, agents or employees, including scuba and/or swim instructors (the Releasees) from all liability resulting in any loss or damage, and any claim or demand arising out of or relating to any injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said Activities, whether caused by the negligence of the Released Party and/or Releasees, or otherwise;

HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising out of, or related to participation in said Activities, whether foreseen or unforeseen and whether caused by the negligence of the Released Parties and/or Releasees, or otherwise;

HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Released Party and/or Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted;

I EXPRESSLY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Released Party and/or Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of the Activities, **whether foreseen or unforeseen and whether caused by the negligence of the Released Parties and/or Releasees, or otherwise;**

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. In executing this document, I am not relying on any oral or written representations of statements made by the Released Party and/or Releasees, other than what is set forth in this agreement.

I, Releasing Party, hereby declare that I have read the Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and am competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

This Release shall be effective for the time period specified in the Effective Dates set out below.

RELEASING PARTY:

(PLEASE PRINT) (SIGNATURE) (DATE)

(E-MAIL) _____ (PHONE) _____

EMERGENCY CONTACT: (NAME) _____ (PHONE) _____

(RELATIONSHIP) _____

As parent or guardian, I am signing this document on behalf of my minor child/children (specified by name below) and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Released Party and Releasees.

MINOR CHILD/CHILDREN: _____

PARENT/GUARDIAN Name _____
(PLEASE PRINT) (SIGNATURE REQUIRED) (DATE)