

**FLING CHARTERS, INC.
BOAT TRAVEL AND SCUBA DIVING
VOLUNTARY COMPLETE RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT**

Please read carefully and fill in all blanks before signing.

I, _____, (passenger/diver) hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand that both scuba diving and the transportation to and from scuba diving sites are inherently dangerous activities. I understand, acknowledge and assume all hazards of scuba diving including those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board or while entering or exiting the boat, being cut or struck by a boat while in the or out of the water, injuries occurring while getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and that I expressly, knowingly and willingly assume these and all other risks of injury or other damage associated with or involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class, and from my use of all equipment, machinery, air, food provided in connection with such activities. I fully understand and am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

Initials

I understand and agree that **Fling Charters, Inc.**, the crew or owner of the vessel, nor **M/V Fling**, the vessel, nor its affiliate or subsidiary corporations, nor any of the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip, including but not limited to the hazards described above and my use of all equipment, machinery, air, food provided in connection with this dive trip, which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or personal representatives, **REGARDLESS OF WHETHER SUCH DAMAGE OR INJURY OCCURS AS A RESULT OF THE NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

Initials

Accordingly, in consideration of the agreement of Fling Charters, Inc. to permit me to participate in the scuba diving activities offered and as an express precondition to such participation, I _____ (passenger/diver) on behalf of myself, my heirs and/or personal representatives and their successors and assigns **DO HEREBY WAIVE, EXEMPT, RELEASE AND HOLD HARMLESS ALL THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY AND RESPONSIBILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE, IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO. I HEREBY ASSUME ALL RISK IN CONNECTION WITH ALL SCUBA DIVING AND BOATING ACTIVITIES AND ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED THERETO.**

Initials

SO THAT IT IS PERFECTLY CLEAR TO ANY COURT, ATTORNEY OR OTHER INDIVIDUAL OR ENTITY REVIEWING THIS DOCUMENT, I SPECIFICALLY UNDERSTAND AND INTEND THAT THIS RELEASE WILL FULLY RELEASE THE RELEASED PARTIES FOR ANYTHING WHICH MAY TRANSPIRE AT ANY TIME DURING MY TRIP, FROM INCEPTION OF THE TRIP UNTIL IT IS OVER AND I HAVE DISEMBARKED FOR THE LAST TIME.

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I REPRESENT AND CONFIRM THAT I HAVE READ THE FOREGOING PARAGRAPHS, THAT I FULLY UNDERSTAND AND KNOWINGLY ASSUME THE DANGERS OF ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AND THAT I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT. I UNDERSTAND AND AGREE, AND I SPECIFICALLY INTEND, THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME OR ANYONE ACTING ON MY BEHALF FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT THAT ARE SET OUT IN BOLD TYPE ARE CONSPICUOUS, UNDER THE LAWS OF THE STATE OF TEXAS, AND COMPLY WITH THE EXPRESS NEGLIGENCE RULE.

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I **FURTHER AGREE** for myself and my heirs and/or personal representatives that should I or any party acting on my behalf assert any claim in contravention to this agreement, I or such party shall be liable for all expenses, including legal fees and the fees of expert witnesses, incurred by the party or parties in defending, unless such party or parties are adjudged finally liable on such claim for willful and wanton negligence.

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I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further, I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

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I further state and specifically represent that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian.

PRINTED NAME:

Participant's Signature _____

Date

Signature of Parent or Guardian (Where Applicable) _____

Date

Notary for Minors Only

Date

Diving Rules

Below is a list of the diving rules for the diving season. Please read and initial after each statement, acknowledging that you have read and understand the diving rules and agree to be bound by them. There will be no refund, full or partial, for loss of dives due to a diving rule violation.

Depth limits: 130 fsw is the absolute maximum depth allowed on any dive. Each diver is required to dive within his/her training and certification guidelines as specified by the diver's certifying agency. If a diver's certifying agency requires a more shallow maximum depth for the certification held, the diver may not descend below that level. Violating the maximum depth limit, regardless of the magnitude, is a serious offense. When and if an offending diver is allowed to participate in further diving is at the sole discretion of the Captain.

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Computer/Dive Table violations: Any diver found in decompression violation of either their computer or dive tables will need to follow the omitted decompression steps of their computer or tables. This usually involves a 12 or 24 hour extended surface interval. The only exception is in the case of a diver wearing 2 computers, and the more conservative one is in DECO, or the obvious failure of a computer, in which case the diver must switch to tables for the following 24 hours. Failure to turn on a computer prior to entering the water is not considered failure of the computer. In this case, divers will be required to switch to dive tables for the following 24 hours. **The boat divemasters are required to visually inspect each diver's computer or depth gauge at the time the diver returns to the boat and obtain the diver's profile for the dive.**

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Out of air: We feel that running out of air is a failure completely within the control of the diver. Barring equipment failure, any diver in an out of air situation in their primary cylinder will be required to sit out the next dive. Then the diver's return is at the sole discretion of the Captain. Out of air is defined as the diver not being able to take an effective breath on their regulator while standing on the dive platform.

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Buddy diving: Every diver must dive with a buddy, maintaining contact throughout the dive. They must enter the water together and return to the boat together with similar dive profiles. Buddy separation is not cause for sitting the divers out, but for a review of the proper attention to safe diving practices. Solo diving is allowed for properly equipped and certified solo divers.

Initials

Wreck Divers: No person shall dive in an overhead environment area of any wreck, unless that person holds a **Wreck Diver Certification** issued by a recognized training agency. An overhead environment is defined as any location where a diver does not have direct (vertical) access to the surface.

Initials

Name	Sex	Birth date
Address	Home Phone	Cell Phone
City, State, Zip	Work Phone	E-Mail
Emergency Contact	Relationship	Phone
Certifying Agency and Level	C Card #	Number Dives in last 12 months?
Store that you booked through	Dan Insurance #	Dived salt water before?
List medical training	First trip with us?	Bunk Number