

South Florida Apnea Challenge 2019

LIABILITY RELEASE, FORUM SELECTION, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read this document carefully because signing it indicates you are waiving certain legal rights. If you have any questions, ask any member of the support staff, or an attorney, before initialing a paragraph to signify your understanding. Print when filling in the blanks and initial each paragraph before signing your name at the end of this waiver.

I, _____ (Print name clearly) hereby affirm that I have been thoroughly informed of the risk involved with any free diving/breath-hold diving activity.

____ I understand that free diving/breath-holding underwater and related activities are inherently dangerous and may involve inherent risks, including but not limited to hypoxia, marine life injuries, barotraumas, shallow water blackout, head injury, broken bones, brain damage, death, drowning or hyperbaric accidents. Treatment of a free diving/breath-hold diving accident victim with these or other injuries may require immediate medical attention and/or hyperbaric oxygen therapy.

____ I specifically understand that the risk of shallow water blackout is inherent to free diving/breath hold diving activities, and that I still intend to participate in free diving/breath-hold diving. I agree that I will not free dive/breath-hold dive alone; I will always free dive with a qualified surface support free diver with me at all times.

____ I understand and agree that neither **Grove Scuba, Vortex Freediving, United States Apnea Association**, nor **Florida International University**, nor any of their respective officers, agents, employees, and volunteers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to myself, my family, heirs or assigns that may occur as a result of my participation in this free dive/breath-hold event or **as a result of the negligence of any party, including the Released Parties, whether passive or active.**

____ I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in this free dive/breath-hold dive, including any and all claim arising during and after my practicing and any arising during or after I complete the free dive/breath-hold dives, even if my injury or death is due to the negligence of the released parties.

____ I understand that any diving activities are physically strenuous and that I will be exerting myself during this free dive/breath-hold dive, and I expressly assume the risk of

any and all injuries, and I will not hold the Released parties responsible if I am injured as a result of heart attack, panic, hypoxia, hyperventilation, oxygen toxicity, decompression illness, gas embolism, drowning or any other cause of injury or death not specifically stated herein.

____ I am aware of the prerequisite skill level and/or equivalent diving experience necessary to participate in free dive/breath-hold activities, and I stipulate that I meet those requirements.

____ I agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement, and the remaining provisions of the agreement shall be construed as if the unenforceable or invalid provision had never been included.

____ I understand that all the terms herein are contractual, they are not a mere recital, and I am signing this document of my own free act and in so doing, **I am voluntarily waiving all of my legal rights to sue the Released Parties for anything related to their negligence in conjunction with free diving/breath-holding and related activities to the highest degree allowed by a competent court of proper jurisdiction whether in law or in equity.**

It is the intention of _____ (print name) by this written document to exempt and release all of the Released Parties as defined herein, from all liability 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY HEIRS AND MYSELF.

Signature Date

Signature of parent or guardian (if under 18 years of age) Date

Address Phone

Witness Date