

**GENERAL LIABILITY RELEASE  
AND  
EXPRESS ASSUMPTION OF RISK  
For SCUBA Diving and/or Snorkeling**

For the purposes of this instrument the term “diving” also includes snorkeling.

I, \_\_\_\_\_, hereby affirm that I am a certified SCUBA DIVER or experienced Snorkeler, trained in safe diving practices. In consideration of engaging in diving activities I certify, acknowledge and agree to the following:

- I understand and agree that neither Miller’s Dive Shop, Daryl Miller or \_\_\_\_\_ nor any of their respective employees (released parties) may be held liable or responsible in any way for any injury, death or damages to me or my family, heirs or assigns that may occur as a result of my participation in this activity as a result of product liability or the negligence of the released parties, either passive or active.
- I recognize and understand that diving involves unavoidable risks and dangers, including by not limited to malfunctions of equipment, risks due to environment, animal or sea life, risks due to current and other changing conditions, all of which can result in injuries and loss of life, and I expressly assume such risks.
- I affirm that I am in good mental and physical condition for diving, but that I understand that diving is a physically strenuous activity, that I will be exerting myself during this diving excursion and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or etc., that I expressly assume the risk of said injuries and that I will not hold the released parties responsible and I agree to defend, indemnify, and hold harmless said released parties for any such injuries incurred by me.
- I will not dive under the influence of alcohol or drugs; any medication I am taking is solely my responsibility, based upon consultation with physicians which have approved it use while diving.
- I agree to follow the recognized and established safety practices associated with diving, but I realize that even though such practices are observed there is still risk of accident or injury and I expressly assume such risks.
- I understand that diving with compressed air involves certain risks and that diving activities are often conducted under circumstances where medical attention is not immediately available and I expressly assume the risks involved in diving under such circumstances.

- I will inspect all of my equipment prior to the activity. I will not hold the released parties responsible for my failure to inspect my equipment prior to diving.
- I understand that even if I follow all the appropriate dive practices, there is still some risk of sustaining decompression sickness, embolism or other hyperbaric injuries and that I expressly assume the risk of such injuries or illnesses.
- I acknowledge that I alone am responsible for my own activities while engaging in diving and I cannot rely upon anyone else to advise me of my own improper or unsafe procedures and practices while diving. I will exercise care in my own activities and I assume full responsibility and liability for injuries or harm which occurs as the result of any lack of good care on my part including all risks connected therewith whether foreseen or unforeseen.
- I further save and hold harmless the released parties from any claim or lawsuit for personal injury, property damage or wrongful death by me, my family, estate, heirs or assigns arising out of my participation in this activity.
- I understand that the terms herein are contractual and that this instrument is a fully binding document and that I have signed this document of my own free act. I further state that I am of lawful age and legally competent to sign this release of liability or that I have the required written consent of my parents or guardian.

**IT IS THE INTENTION OF \_\_\_\_\_  
BY THIS THREE (3) PAGE INSTRUMENT TO EXEMPT AND RELEASE MILLER'S  
DIVE SHOP, DARYL MILLER AND \_\_\_\_\_  
FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL  
INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED OR  
RISING OUT OF, DIRECTLY OR INDIRECTLY INCLUDING BUT NOT LIMITED  
TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER ACTIVE OR  
PASSIVE.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF  
LIABILITY AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE  
SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.**

\_\_\_\_\_  
Signature of Participant  
Date\_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian  
Date\_\_\_\_\_

\_\_\_\_\_  
Witness  
Date\_\_\_\_\_