

Mississippi Scuba Diving Community
(hereby referred to as "MSscuba")
Liability Release and
Assumption of Risk Agreement
(This Release Valid for one Club Calendar Year)
Calendar Year of 2008

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I understand that diving with compressed air involves certain inherent risks: decompression sickness, embolism and/or other hyperbaric injuries that can occur and require treatment in a recompression chamber. I further understand that the open water diving trips may be conducted at a site that is remote, either by time, distance or both, from a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my host(s), MSscuba, the organization which I participate with, nor any of their 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 any diving functions through December 31, 2008, as a result of any negligence of any party, including the Released Parties, whether passive or active. In consideration of being allowed to participate in this club function, I hereby personally assume all risks of these functions.

I further release, exempt and hold harmless said functions and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my involvement and participation in these functions.

I also understand that skin diving and scuba diving are physically strenuous activities and that I may be exerting myself during these diving functions, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the above Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

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 and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provisions of this Agreement are found unenforceable or in valid, 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.

