

OBSERVER DIVER WAIVER OF LIABILITY

In consideration of the National Oceanic and Atmospheric Administration (NOAA) permitting me to visit, observe and dive as a guest/observer diver, I, _____, for myself and on behalf of all my personal representatives, heirs and next of kin do execute and certify the following:

I am a certified diver, trained in safe diving practices, and I am fully informed of, aware of, and thoroughly understand the inherent hazards and risks associated with scuba diving.

I understand that these risks can lead to severe injury and even loss of life, as well as property damage and liability to others. I understand hazards include, but are not limited to, decompression sickness, arterial gas embolism, or other barotrauma injuries which may require treatment in a recompression chamber; drowning, equipment failure, and other perils of the sea.

By signing this Release, I acknowledge that scuba diving is a physically strenuous activity and that I will be exerting myself during this activity. I understand and agree that scuba diving involves certain risks whether engaged in depths above or below the recommended 130 foot limitation for sport/recreational diving activities. I further acknowledge and agree that injuries received may be compounded or increased by negligent rescue operations or procedures.

By signing this release, I certify that I am making full and honest representations of my skills and dive certifications, and that I am fully aware of and expressly assume all risks involved in making the visiting guest/observer dives covered by this waiver.

By signing this release, I acknowledge that past or present medical conditions may disqualify me for scuba diving. I declare that I am in good mental and physical fitness for scuba diving, that I am not and will not be under the influence of alcohol on this visiting dive, that I am not and will not be under the influence of any drugs that are contraindicated for scuba diving. If I am taking medication, I declare that I have seen a physician who has approved me to scuba dive while under the influence of medications or drugs I am taking.

By signing this Release, I agree that if I use my own dive equipment I will not hold NOAA responsible for any failure with respect to my dive equipment, including my failure to inspect my equipment or air supply prior to diving, or for my use of faulty equipment.

By signing this Release, I agree to adhere to NOAA policies and procedures delineated for this visiting dive and all other instructions related to use of NOAA dive equipment and gear and the NOAA dive platform.

By signing this release, I hereby assume full responsibility for any and assume all risk of bodily injury, wrongful death, property loss or damage, and liability to myself or any third party, now and forever, arising out of my diving with NOAA as a guest, whether foreseen or unforeseen, and whether caused by the negligence of myself, third parties, or NOAA.

By signing this Release, I hereby release, waive, discharge and give up any and all claims against NOAA and the U.S. Government, and all its employees, agents and representatives, for any and all liability, claims and demands by me or made by my personal representative, heirs, agents, assigns and next of kin, for any and all loss or damage, and any claim or demands therefore on account of injury, death or loss arising out of or related to my participating as a guest on any NOAA dives conducted during the period this waiver is valid.

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By signing this Release, I further agree separately to indemnify, save, and hold harmless NOAA and the U.S. Government from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to my participation as a guest diver, whether caused by the negligence of NOAA or the U.S. Government, or by me.

By signing this Release, I affirm that I am not relying on any oral or written representation or statements made by NOAA or the U.S. Government, other than what is set forth in this document. I further agree this document shall be interpreted in accordance with the laws of the United States.

By signing this Release, I agree that if any provision of this Release is found to be unenforceable or invalid, that provision shall be severed from this release. The remainder of the Release will then be construed as though the unenforceable provision had never been contained in this release. All other provisions shall survive.

ACCORDINGLY, WITH FULL UNDERSTANDING, BEING OF RIGHT MIND AND DULY TRAINED, I, _____, BY THIS INSTRUMENT, EXEMPT AND RELEASE NOAA AND THE U.S. GOVERNMENT, ITS OFFICERS, AGENTS, REPRESENTATIVES AND ASSIGNS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO EQUIPMENT FAILURE AND NEGLIGENCE, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO MY PARTICIPATION AS A GUEST DIVER, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND I HEREBY ASSUME ALL RISKS FOR THIS DIVE AS AN INDIVIDUAL RESPONSIBLE FOR MY OWN DIVE SAFETY.

I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I UNDERSTAND THAT THIS WAIVER SHALL BE VALID FOR THREE (3) MONTHS FROM THE DATE OF MY SIGNATURE.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

OBSERVER DIVER NAME (PRINTED)		OBSERVER DIVER SIGNATURE	DATE
CONTACT PHONE NUMBER	ALTERNATE CONTACT PHONE NUMBER	EMERGENCY CONTACT PHONE NUMBER	