

ABYSS DIVERS (abyss diving services)

Liability Release And Assumption Of Risk Agreement

I, _____, hereby affirm that I am aware of the inherent hazards of scuba diving including, but not limited to, drowning, decompression sickness, embolism, inert gas narcosis, marine life injuries and other types of barotraumas, hyperbaric and/or natural injuries. I further affirm that I am aware of the inherent risks of using scuba equipment, both open circuit and closed circuit, including, but not limited to high pressure air injuries, carbon dioxide toxicity, hypoxia, oxygen toxicity, caustic cocktail, hypothermia, hyperthermia, dehydration and back injury. Additionally I further affirm that I am aware that such injuries may result in pain, temporary or permanent disabilities, including but not limited to physical and/or mental paralysis, loss of enjoyment and quality of life, loss of income and potential to earn income, and ultimately death.

I, _____, understand that by undertaking dives with Abyss Divers, I may be diving beyond the recommended limits of recreational and technical scuba diving and beyond the extent of my training and experience, including dives requiring decompression, the use of mixed gas, stage tanks and drift decompression. I further affirm that I am aware of the increased risks by diving beyond these limits and experiences and am mentally and physically prepared to accept these additional hazards and that by undertaking these dives I may not have a dive buddy to assist me should any diving malady, mishap or accident occur while I am scuba diving.

I, _____, understand that by undertaking dives with Abyss Divers I may be undertaking dives beyond the recommended limits of my equipment, including but not limited to the use of rebreathers, whether SCR or CCR, regulators, BCD's, torches, exposure suits and other such equipment, and that I may require, but not have, additional training in the use of this equipment for the purpose of diving beyond these limits.

I, _____, understand and agree that neither my instructor(s), the facility(s) and training agencies through which I receive(d) my instruction, nor any of their respective employees, officers or agents, nor my dive buddy (if any), nor other participants from Abyss divers or costa dongas (hereinafter referred to as Released Parties) may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assignees that may occur as a result of my participation in diving with the Abyss Divers, either as a result of the negligence and/or breach of contract of any party, including the Released Parties, whether passive or active, notwithstanding any legal obligation they may have as required under the laws of the Commonwealth of Australia and the State of New South Wales.

I, _____, in consideration for being allowed to scuba dive as part of Abyss divers, hereby personally assume all risks in connection with this activity for any harm, injury, or damage that may befall me while I am undertaking activities including, but not limited to scuba diving, as part of Abyss Divers.

I, _____, understand that in undertaking dives with Abyss Divers I may be injured in some manner and that the circumstances of my injury may be such that emergency assistance may not be provided or, in the event that such assistance is provided, may include, but not be limited to, CPR, Oxygen and/or Drug Administration and/or In Water Recompression. I affirm that that should any assistance be provided or in the event that assistance is not provided, that any action or lack of action by any party associated with Abyss Divers shall be deemed as appropriate and that any person or persons involved was/were acting in their best faith and with good intentions.

