

COURSE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_



## FREEDIVING

### LIABILITY RELEASE & ASSUMPTION OF RISK AGREEMENT

NAME: \_\_\_\_\_

I understand the purpose of signing this document is to exempt and release RAID AB / International (Rebreather Association of International Divers), RAID USA LLC, LearnToScuba LLC, WSF (World Series Freediving) affiliates, shareholders as well as RAID Distributors, employees, instructors, affiliated personnel, RAID facility/s, Dive Centres through which I receive my instruction, all vessels (whether owned, operated, leased or chartered) and all other involved personnel including but not limited to their owners, employees, crew, volunteers, designees, agents, sponsors, and advertisers (hereinafter the "released parties") and to hold these entities and individuals harmless from any and all liability arising as a result of any acts or omissions on their part, including, but not limited to active or passive negligence or negligence of any type, subject to the local laws and regulations. Any part of this waiver unenforceable does not waive the entire agreement or that which is in part or full within the local laws and regulations.

I understand the purpose of acceptance of this statement and hereby affirm that I am aware that skin and scuba diving, including, but not limited to breathe hold diving, freediving, open circuit and/or rebreather diving, have inherent risks which may result in serious injury or death.

I understand that Freediving, breath-hold diving, and diving with compressed air, Oxygen enriched gas, re-circulated gas and or mixed gas which includes but not limited to Oxygen, Helium and Nitrogen involves certain inherent risks; including but not limited to; training accidents, risks associated with equipment and/or CO2 absorbent failure, shallow water blackout, oxygen toxicity, hypercapnia, decompression sickness, inert gas narcosis, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber, perils of the sea and/or acts of other persons directly or indirectly associated with or fellow divers which could result in my serious injury and/or death.

I further understand that in water training, either in confined and/or open water is necessary for certification, and may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber and/or professional medical services. I still choose to proceed with such instructional training in spite of the possible absence of a recompression chamber in proximity to the dive site and/or any possible delay in receiving professional medical care/attention. Nonetheless, I expressly wish to proceed with this diving activity and assume all risks. I hereby waive any obligation on the part of the released parties to provide first aid, rescue, recovery resuscitation or medical assistance.

I fully understand this Liability Release and Assumption of Risk Agreement (Release) hereby encompasses and applies to all freediving activities including but not limited to freediver training, in which I choose to participate as part of the RAID (Rebreather Association of International Divers) Diving Program/s

In consideration of my understanding of the potential risks and being allowed to participate in these freediving activities, I hereby personally assume all risks of these activities, whether foreseen nor unforeseen, that may befall me while I am a participant in these activities including, but not limited to, the academics, confined water and/or open water activities.

I further release, exempt and hold harmless said activities and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrolment and participation in these activities including both claims arising during the activities or after I receive my certification(s).

I also understand that breathe hold / skin diving/freediving and scuba diving are physically strenuous activities and that I will be exerting myself during these diving activities, and that if I am injured as a result of, but not limited to, heart attack, panic, hyperventilation, drowning, entering and/or exiting the water or any other cause

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whatsoever, that I expressly assume the risk of said injuries and/or property damage and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment, prior to any activities and will notify the Released Parties if any of my equipment is not working... properly or outside parameters. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving activities, nor any consequential injury and/or death as a result of my knowledge of a fault and continuing with any diving activities.

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 the terms herein are contractual and not a mere recital and that I have accepted this Agreement on my own free act and with the knowledge that I hereby agree to waive my legal rights.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my injury and/or death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I confirm by this instrument, I agree to exempt and release "the released parties", from all liability or responsibility 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 expressly assume all risks of scuba diving and all associated risks (whether directly related to diving or not), whether these risks are specifically set forth or not.

It is my intention to release the released parties for anything that may happen to me which results in property damage, personal injury or death.

I have fully informed myself and my heirs of the contents of this liability release and assumption of risk agreement by reading it before I signed it on behalf of myself and my heirs. I further understand and agree that this release is effective and valid for all breathe hold /skin and scuba diving activities.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)

#### LICENCE AGREEMENT

End User Licence Agreement (Non-transferable) and Limited Warranty. Read carefully before using the Licence Agreement and Limited Warranty.

Your use of this product must be within strict accordance of the Licence Agreement. This means you may not copy this programme for any purposes other than to maintain a backup copy for your own personal use. It is against the Licence Agreement to sell, give, or lend this programme, or a copy of it, to a third party.

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