

TURKEY RIDGE DIVE SITE LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm I am voluntarily engaging in the recreational activities planned for my trip to Turkey Ridge Wildlife Area, which activities may include, but are not limited to, scuba diving.

If I engage in scuba diving, I affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death. I certify that I am fully aware of and expressly assume all risks involved in scuba diving.

I understand that neither Scuba Too, BCo Cons. or TRDSM nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, contractors or assigns of the above listed entities (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 this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this agreement is found to be unconstitutional or invalid, 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.

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 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, _____, BY THIS AGREEMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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

Participant Signature

Date (Day/Month/Year)

Phone

Signature of parent or guardian (where applicable)

Date (Day/Month/Year)

Phone

Vehicle Make, Model, Color

Vehicle License #, State

Zip Code

E-mail

In addition, I agree to follow all rules posted at the Turkey Ridge Dive Site which include, but not limited to: no drinking and no swimming.

Participant Signature