



San Jose Flipper Dippers

SKIN DIVING CLUB

ASSUMPTION OF RISK AGREEMENT

FOR THE PARTICIPATION OF ACTIVITIES WITH THE SAN JOSE FLIPPER DIPPERS SKIN AND SCUBA DIVING CLUB
PLEASE READ THIS DOCUMENT CAREFULLY,
AND IF YOU AGREE, FILL IN THE REQUESTED INFORMATION AND SIGN WHERE INDICATED.

I, _____ (print name) hereby affirm that I am a trained and certified scuba and/or skin diver, and I am in a good state of health and mind and capable of participating in the activities for which this Assumption of Risk Agreement is prepared. I desire to participate in the recreational sport of skin diving, scuba diving, and snorkeling, and/or other sponsored activities and events of the San Jose Flipper Dippers. I understand and agree that the purpose of these activities is strictly recreational, and it is not the function of the San Jose Flipper Dippers to serve as the guardian(s) of my safety and personal well being.

I am fully aware that skin diving, scuba diving, snorkeling, and any and all associated water activities is a hazardous activity which may result in serious personal bodily harm to myself, and even death, and/or damage to my personal property. These hazards may result from causes which may include but are not limited to: failure of equipment, drowning, collision or entanglement with underwater and/or unseen objects, air embolism (air forced by excess pressure into blood vessels or body tissue), decompression sickness (bends), hypothermia, sea sickness, swimming, boating accidents, dismemberment, physical exhaustion, or physical limitations. I also acknowledge that certain foreseen and unforeseen events can contribute to the unpredictability of any of these activities.

BY SIGNING THIS DOCUMENT, I WILLINGLY AND VOLUNTARILY AGREE TO PARTICIPATE IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I AGREE TO PERSONALLY ACCEPT ANY AND ALL RISKS OF ILLNESSES, ACCIDENTS, INJURY OR WRONGFUL DEATH TO ME OCCURRING AS A RESULT OF MY PARTICIPATION IN SAID ACTIVITIES OR DAMAGE TO MY PROPERTY.

I do voluntarily for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for myself and for my estate and agree that under no circumstances will I or my heirs, executors, administrators and/or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the San Jose Flipper Dippers, its officers, directors, agents, members, or representatives for any said causes or action, whether the same shall arise by the negligence of any said persons or organizations or otherwise.

THE UNDERSIGNED, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS AGREE THAT IN THE EVENT OF ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH SHALL BE PROSECUTED AGAINST THE ORGANIZATION NAMED ABOVE, I SHALL INDEMNIFY AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BY WHOMEVER OR WHEREVER MADE OR PRESENTED FROM PERSONAL INJURIES, PROPERTY DAMAGE OR WRONGFUL DEATH.

I agree to furnish my own equipment, as necessary, and be responsible for its safety and proper operating condition regardless of how or where I obtained it. I understand that San Jose Flipper Dippers personnel and/or members of said organization, may provide advice or assistance to me and agree to hold the San Jose Flipper Dippers, personnel, officers, or members harmless for any of their actions in attempting to be of assistance to me.

I have read, understand and agree to abide by the safety standards set for these recreational diving activities. I understand and agree I am participating in these recreational activities voluntarily, and I agree to be completely responsible for my own actions.

I hereby declare that I am of lawful age and legally competent to sign this Agreement, that I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free will.

If any claim arises out of my participation in these activities, I agree the jurisdiction shall be the Superior Court of California, County of Santa Clara.

I acknowledge that I have read the foregoing paragraphs and fully understand the legal rights I am giving up by signing this document and that I have fully informed myself of the contents of this agreement by reading it before signing my name to it.

Signature _____
Print Name _____
Address _____
City _____ State _____ Zip _____
Emergency Contact: _____
Phone Number _____

Date _____
Certification Agency: _____
Certification No: _____
Certification Date: _____
Witness _____
Print Name _____