



LIABILITY RELEASE (WAIVER) AND ASSUMPTION OF RISK FOR CAVERN AND CAVE DIVING ACTIVITY

NAME.....PLACE OF BIRTH.....BIRTH DATE.....
ADDRESS..... N°.....CITY..... ZIP.....
TEL.....E-MAIL.....
INTERNATIONAL SCUBA CERTIFICATION ISSUED BY.....LEVEL.....
DATE OF LAST DIVE.....TOTAL DIVES.....

I, the undersigned as a participant in a cavern- or cave diving training course or of guided cave dives according to the rules and standards of CMAS and CMAS.CH, hereby confirm that I have been fully and thoroughly informed about the inherent risks and dangers of scuba diving, especially of diving in caverns and caves (overhead environment). I also confirm that I fully accept these risks and dangers.

With this LIABILITY RELEASE (WAIVER) and ASSUMPTION of RISK I further release, exempt and hold harmless FMAS as governing federation, its officers, MEGALODON DIVE CENTER, of which I'm a participant, Ugo La Sala, Nacho Carceles Cros, Adrei Novales Palafox and all involved diving instructors, course assistants and further assigns from any claim or lawsuit by me.

..... I understand that diving with compressed air or with other breathable gas-mixtures in open water (Initials) and in overhead environment involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. I further understand that the diving trips which are necessary for training and certification, maybe conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a Recompression chamber in proximity to the dive site.

..... I understand and agree that neither my instructor(s), MEGALODON DIVE CENTER, nor its affiliate and (Initials) subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties") – as far as such a waiver is in accordance with the applicable law - 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 diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

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

..... I also understand that skin diving and scuba diving are physically strenuous activities and that I will (Initials) be exerting myself during this diving program, and that if I am injured as a result of a heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

..... I understand the terms herein are contractual and not a mere recital, and that I have signed this do- (Initials) cument of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable 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 acknowledge and fully accept that by signing this waiver I release, exempt and hold harmless FMAS as governing federation, its officers, MEGALODON DIVE CENTER and all involved assigns from any claim or lawsuit by me for all damages of whatever type, including loss of property, that may befall me while I am a participant in this course. I have fully informed myself 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.

Signature of Diver/Student

Date

Signature of Parent or Guardian (Where Applicable)

Date

Megalodon Dive Center

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