



**TECHNICAL SCUBA DIVING –
LIABILITY RELEASE AND ASSUMPTION OF RISK**

Please read carefully, fill in all blanks, and initial each paragraph before signing.

I, _____, HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER AND TECHNICAL DIVER, TRAINED IN SAFE DIVING PRACTICES, INCLUDING THE USE OF TECHNICAL SCUBA EQUIPMENT, NITROX, TRIMIX, AND/OR MIXED GASES, AND AM AWARE OF THE UNIQUE AND INHERENT RISKS AND HAZARDS OF BOTH SCUBA AND TECHNICAL SCUBA DIVING.

_____ I am an experienced technical scuba diver and my technical diving certifications are as follows:

_____, my C-Card number(s) is/are _____, and my date(s) of certification is/are _____.

I am aware of the required certification to participate in technical diving activities. I have been a certified technical diver since _____, and have been technical diving for _____ months/years (circle), with a total of approximately _____ dives, to a maximum depth of _____ meters/feet (circle one).

I understand, and by initialing below, hereby do agree that safe practices for scuba and technical scuba diving are my responsibility and include, but are not limited to, the following:

1. I am in good mental and physical fitness for diving, and I will never dive while under the influence of alcohol and/or drugs. If I am taking any medication, I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs. _____
2. I will never dive alone or with a person with whom I have not thoroughly discussed all of the details of our planned dive(s). _____
3. I will only dive with complete, well-maintained, reliable equipment with which I am familiar, and will inspect it for correct fit and function prior to the dive(s). I will use only technical diving community accepted equipment on the dive(s), and will deny the use of technical diving equipment to divers uncertified for its use. _____
4. I will never dive alone, and will adhere to the team diving philosophy on the dive(s) by planning the dives with my buddy and/or team, including but not limited to communications, procedures for reuniting in case of separation, and emergency procedures. I understand that the overriding mission for every dive is for the entire team to return safely.
5. I am qualified for this dive and understand that any available medical or rescue efforts may have little or no opportunity to effect a timely assist or rescue on the dive(s).
6. I will not remove the Technical Diver wristband provided to me by Juturna Springs, and I understand that this wristband designates me as a Technical Diver. _____
7. I will always dive with a buoyancy compensator that has a power inflation system; a regulator system which includes a depth gauge, a submersible pressure gauge, and a timing device; and a cutting device. I will adjust my weight system to maintain neutral buoyancy and position my weights to keep the quick release or belt buckle easily accessible at all times.
8. I will surface with at least 300-500 psi in my scuba cylinder and will never stay underwater until my breathing gas supply is exhausted. I will not dive beyond the manufacturer rated depth and/or time limits for my equipment.
9. I will only enter and exit the water at the designated entry/exit location(s). I understand that care must be exercised at all times whenever entering or exiting the water, or while boarding or disembarking any water craft. _____
10. I know I should be aware of the known features of the dive site(s) and, if they are not clear to me, I am responsible for having any questions answered prior to entering the water. _____

_____ I declare that I am experienced with the proper use of Technical Dive equipment and am using my own equipment, and that I have inspected my equipment on today's date, that I have all necessary equipment, and that it is functioning properly.

_____ I declare that for today's planned dive(s), I am properly trained, thoroughly informed, aware of and completely understand and accept the **INHERENT RISKS AND HAZARDS** of participating in scuba and technical scuba diving



activities, including the risk of serious injury or death. In consideration of being allowed to participate in today's dive(s), I hereby **FREELY AND EXPRESSLY ASSUME** any and all risks in connection with the dive(s), for any harm, injury, or damage that I may suffer, including all risks and hazards in connection with scuba and technical scuba diving, whether foreseen or unforeseen.

_____ I declare that I am solely responsible for ensuring my own safety during my participation in today's dive(s). I acknowledge that I understand the importance and purpose of safe diving practices, including those for technical diving, and my responsibility to fully adhere to them.

_____ I declare that I understand and accept that Technical Diving involves inherent risks and hazards that exceed those encountered in recreational scuba diving, including but not limited to: depths that exceed the limits of recreational diving; decompression procedures; over-head environments and/or the risk of entanglement that may prevent direct ascent to the surface in the event of an emergency; sudden loss of visibility, the necessity for computing both nitrogen and/or helium and oxygen loading to plan dives; and the need for specialized training, equipment, and planning or different types of Technical Scuba Diving. I understand that Technical Scuba Diving is a physically strenuous activity, which may involve a greater risk of serious injury or death than recreational scuba diving, including heart attack and panic hyperventilation, or any other cause.

_____ I declare that I understand and accept that diving with compressed air, oxygen-enriched air (nitrox), trimix, and mixed gases involve certain inherent risks and hazards including but not limited to decompression sickness, embolism, oxygen toxicity, inert gas narcosis, fire and/or explosion hazards, barotrauma, and other hyperbaric injuries, which can lead to serious and permanent injuries and even death.

I agree that if I am involved in an underwater accident or if I sustain any injury during the dive(s), it may be determined that I be evacuated for emergency medical treatment or to a recompression chamber, and that I am responsible for all associated costs and expenses. I further understand and agree that such medical care may not be easily or readily accessible, and I still choose to participate in today's dive(s).

RELEASE OF LIABILITY

To the fullest extent allowed by law, I **AGREE TO RELEASE** Juturna Springs, Maryland Dive Training Facilities, LLC dba Juturna Springs, Comus Properties, LLC, and Laurel Sand and Gravel, Inc. (aka LS&G), and all of their principals, heirs, assigns, employees, staff, agents, and all scuba instructors, dive masters and their assistants and staff (hereinafter referred to as "Released Parties"), **FROM ANY AND ALL RESPONSIBILITY OR LIABILITY** for any and all injuries or damages sustained by me or others during the dive(s). Furthermore, **I AGREE NOT TO SUE** or make a claim against any of the Released Parties for injuries or damages sustained by others or by me during the dive(s). **I AGREE TO RELEASE, HOLD HARMLESS, AND INDEMNIFY** the Released Parties from any and all liability for injuries whether arising or resulting from any **NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OR FROM ANY OTHER CAUSE.**

This document supersedes all other agreements or representations by or between the parties and is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. I understand and agree that this Agreement will be interpreted pursuant to Maryland law. If any portion of this Agreement is deemed unenforceable, the remainder shall be given full force and effect. I understand this is legally binding on my heirs and on me.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

_____ (Date) (Printed Name of Diver)

_____ (Date) (Signature of Diver)