

Release of Liability/Assumption of Risk Agreement
Lake Allure, Willow Springs Park, Lancaster Scuba Center /
DivePeer.com

Please read carefully and fill in all blanks before signing.

Liability Release and Assumption of Risk Agreement

I, _____, hereby affirm that I am a certified scuba diver trained in safe dive practices, or a student diver under the control and supervision of a certified instructor, and affirm that I am aware that swimming, skin diving, freediving and scuba diving (hereinafter "aquatic activities") have inherent risks which may result in serious injury or death. I understand these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling, and injuries occurring while getting in or out of the water. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in participating in such aquatic activities, whether conducted as a recreational activity or part of a class.

I understand and agree that neither Lake Allure, Willow Spring Park, Lancaster Scuba Center/Divepeer.com, nor the owners, officers, employees, agents, or assigns of Lake Allure, Willow Spring Park, Lancaster Scuba Center/Divepeer.com, nor any of its subsidiary or affiliated corporations (hereinafter "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to my, my family, estate, heirs or assigns that may occur as a result of my participation in aquatic activities at this facility or as the result of the negligence of any party, including the Released Parties, whether passive or active.

I further understand that Lake Allure and Willow Springs Park (hereinafter "Lake") is a natural lake developed for aquatic activities including but not limited to swimming, skin diving, freediving and scuba diving. I understand that water conditions such as visibility may change and may be affected by silting and other causes. I further acknowledge that there may be structures in the Lake that may create obstacles such as overhead environments. I affirm I will not hold the Released Parties responsible if I am injured as a result of any such structures or changes in water conditions while I am participating in aquatic activities in the Lake.

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 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 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 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 that I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS AGREEMENT, DO HEREBY EXEMPT AND RELEASE THE RELEASED PARTIES DEFINED ABOVE FROM ALL LIABILITY 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 HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? · NO · YES Policy Number _____