



Hunt Underwater Specialties, LLC

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Boat Travel and Scuba Diving Voluntary Release, Waiver and Assumption of Risk

I, _____ (Passenger/Diver), hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving, including those hazards occurring during boat travel to and from the dive sites. I understand that these hazards include but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and other risks involved in making such a dive or dives, weather conducted as a recreational dive or part of a diving class. I understand and agree that neither Hunt Underwater Specialties, LLC 40782 Rte. 12 Clayton, New York 13624 the crew or owner of the vessel, nor any individual representing Hunt Underwater Specialties, LLC the vessel, nor International PADI, Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties"), shall not, in the absence of intentional wrongful conduct and/or gross negligence by one or more of such Released Parties, be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip, the contemplated SCUBA dive(s), and/or any other activity related thereto. I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

In the event that I file a lawsuit against Hunt Underwater Specialties, LLC, I agree to do so solely in the New York State. I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Hunt Underwater Specialties, LLC on the basis of any claim from which I have released him or her herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I, _____ (Passenger/Diver), BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE ALL OF THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALES FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO MY PARTICIAPATIONIN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENSES THAT WILL RESULT FROM MY SIGNATURE ON THIS WRITING, AND THAT I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES AND/OR ANY OTHER NATURE OF RECOVERY, FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHEATHER PASSIVE OR ACTIVE, AND THAT I SHALL REALIZE NO RECOVERY WHATSOEVER IN THE ABSENCE OF THE INTERNATIONAL WRONGFUL CONDUCT AND/OR GROSS NEGLIGENCE OF ONE OR MORE OF SUCH "RELEASED PARTIES"

Print Name _____ Email _____ Phone _____

Address _____ City _____ State _____ Zip Code _____

Certification Level _____ Certification # _____ Agency _____

Participant's Signature

Date(day/month/year)

if applicable (participants under 18 year old)

Parent/Guardian's Signature