

**San Diego Council of Divers**  
**LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK**

*Complete all fields, Print and Sign*



**Participant Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact's Relationship to Participant:** \_\_\_\_\_ **Emergency Contact Phone:** \_\_\_\_\_

In consideration of being allowed to participate in Rocks, Rips & Reefs (the "Program"), for myself, personal representatives, heirs, and next of kin:

1. I understand:
  - (a) that the Program is an in-water education and site orientation program for scuba divers and snorkelers;
  - (b) that after an on-shore briefing about surf, swell, tides, currents, rocks, and reefs, I will enter the water and tour dive sites with guides,
  - (c) that during the snorkeling, free diving, and/or scuba diving which are part of the Program, I will be exerting myself strenuously and exposing myself to the effects of cold water and increased atmospheric pressure,
  - (d) that the Program involves risks, including serious injury, death, and property damage, which may be compounded by negligent rescue operations or procedures of the Released Parties, and
  - (e) that the Program may operate in areas remote from medical assistance;
2. I am informed of the nature of the Program and am competent and physically able to participate in it;
3. I will adhere to Program policies and procedures, including (without limitation) safety policies and procedures;
4. I will immediately advise Program staff if I feel anything is unsafe and, if necessary, will leave the water and/or stop participating;
5. I assume the risks (whether foreseen or unforeseen) of harm, injury, damage, or death because of my participation in the Program (whether due to conditions encountered in the water or because of heart attack, panic, hyperventilation, immersion pulmonary edema, drowning, or other problems related to the dive);
6. I affirm that I am of lawful age and competent to sign this Liability Release and Express Assumption of Risk (this "Release");
7. I am not relying on any representation of the Released Parties, other than what is in this Release;
8. I agree that this Release shall be governed by and interpreted according to California law and that any action concerning this Release or the matters governed by it shall be brought in the courts of San Diego County, California;
9. I understand that the San Diego Council of Divers may use photographs and video of me for any legitimate purpose;
10. I am signing this Release freely, without any inducement, assurance, or guarantee;
11. I intend that this Release extend to all of the Released Parties' negligent acts, including (without limitation) negligent rescue operations and be as broad as permitted by law;
12. I release, waive, discharge, and covenant not to sue San Diego Council of Divers, the Program, the associated dive club(s), and all of their respective officers, directors, members, affiliates, volunteers, employees, agents, contractors, and assigns (the "Released Parties") from all liability to me, my personal representatives, assigns, heirs and next of kin for any loss or damage and any claim or demands therefor from injury to my person or property or my death related to my participation in the Program, whether caused by the active or passive negligence of the Released Parties or otherwise;
13. I will indemnify, save, and hold harmless the Released Parties from any loss, liability, damage, or cost they incur in any claim or lawsuit by me, my family, estate, heirs, or assigns or arising out of or related to the Program, including my injury or death, whether caused by the negligence of the Released Parties or otherwise;
14. I intend that if any portion of this Release is held invalid, then the remainder shall continue in full legal force and effect.

**I HAVE READ THIS RELEASE, UNDERSTAND IT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AGREE TO BE BOUND BY IT, AND INTEND IT TO BE A COMPLETE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW**

*The Participant must sign and date*

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

*If the Participant is a minor, then his/her parent/guardian must provide name, sign, and date*

Parent/Guardian Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Check here if you do not wish to be added to our contact list

**San Diego Council of Divers, PO Box 421393, San Diego, CA 92142, [www.sddivers.com](http://www.sddivers.com)**

*Amended 3/30/2026*