

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

Please Print Clearly and Initial and Sign in the boxes below



Name _____ Date of Birth _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Emergency contact name _____

Relationship to emergency contact _____ Phone _____

1. I understand the ROCKS, RIPS & REEFS program is an in-water education and site orientation program for scuba divers and snorkelers. After an on-shore briefing on the interaction of surf, swell, and tides on underwater rocks and reefs, participants enter the water and tour popular dive sites with local guides. ROCKS, RIPS & REEFS - like any skin diving activity in open water - involves certain inherent risks. These risks can lead to severe Injury and even death.



(Initial Here)

I have fully informed myself of the nature of the activities connected with ROCKS, RIPS & REEFS and am satisfied that I am competent to engage in those activities.

2. In consideration of being allowed to participate in ROCKS, RIPS & REEFS, I hereby personally assume all risks for any harm, injury or damage that may befall me because of my participation, whether foreseen or unforeseen.

3. I understand and agree that SAN DIEGO COUNCIL OF DIVERS, the ROCKS, RIPS & REEFS program, the dive club(s) hosting any session, and their respective officers, directors, members, volunteers, employees, agents or assigns (hereinafter referred to as "RELEASED PARTIES") may NOT be held liable or responsible in any way for any Injury, death, or other damages to me or my family, heirs, or assigns that may occur because of my participation In ROCKS, RIPS & REEFS or because of the negligence of any party, Including the RELEASED PARTIES, whether passive or active.

4. I further save and hold harmless RELEASED PARTIES from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of activities connected with ROCKS, RIPS & REEFS.

5. I understand that skin diving is a physically strenuous activity and that I will be exerting myself during ROCKS, RIPS & REEFS. If I am injured as a result of a heart attack, panic, hyperventilation. etc., I expressly assume the risk of said Injuries and will not hold the RELEASED PARTIES responsible for the same.

6. I am of lawful age and legally competent to sign this liability release or I have written consent from a parent or guardian if a minor. *Participant AND parent please sign in the signature box below.*

7. I am not relying on any oral or written representation or statements made by the RELEASED PARTIES, other than what is set forth in this liability release. I further agree that this liability release shall be governed by and Interpreted In accordance with the laws of the State of California, United States of America.

8. I understand that SAN DIEGO COUNCIL OF DIVERS is authorized to use photographs and/ or video for promotional purposes or for any legitimate purpose related to ROCKS, RIPS & REEFS and/ or the SAN DIEGO COUNCIL OF DIVERS.

9. I understand that the terms herein are contractual and not a mere recital. I have signed this liability release of my own free act I affirm that this liability release is binding for all claims, including but not limited to, those claims In tort and contract.

IT IS MY INTENTION TO EXEMPT AND RELEASE SAN DIEGO COUNCIL OF DIVERS, THE ROCKS RIPS & REEFS PROGRAM, AND ALL RELATED PERSONS AND ENTITIES AS DEFINED ABOVE. FROM ALL LIABILITY OR 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 READ THIS LIABILITY RELEASE. I UNDERSTAND IT; I AGREE TO BE BOUND BY IT.



PARTICIPANT SIGNATURE:

Parent signature if participant is a minor _____

DATE