



# Shark Dive CLE

## LIABILITY RELEASE, ASSUMPTION OF RISK, INDEMNITY AND WAIVER OF CLAIM AGREEMENT

### PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

In consideration of scuba diving under the auspices of the Greater Cleveland Aquarium ("Aquarium") and participating as a guest diver at the Greater Cleveland Aquarium, I, the undersigned hereby agree as follows:

I am aware that diving has inherent risks and dangers, known and unknown, which may result in serious injury or death. Specifically, I understand that scuba diving with compressed air involves risks including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that may require treatment in a recompression chamber. I understand that the Greater Cleveland Aquarium does not have a recompression chamber, and that access to a recompression chamber will require time and travel. I still choose to proceed with the dive program in spite of the absence of a recompression chamber in proximity to the dive site. \_\_\_\_\_(initial)

I hereby state that I am a competent, certified SCUBA diver, trained in safe dive practices with knowledge of the risks and dangers of diving. In consideration of being allowed to participate in the diving program, I hereby personally assume any and all risk of personal injury (including death) and property damage which may occur during (and/or as a result of) the above referenced activities at the Aquarium. \_\_\_\_\_(initial)

I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this activity and that I may suffer heart attack, panic, hyperventilation, drowning, or any other cause whatsoever, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I acknowledge that if I am unsure of the health risks associated with the Experience, I should contact a physician of my choice before participating in this Experience. I further affirm that I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear or circulatory problems or any other illnesses that occur while diving or that may be related to diving. I am aware of the dangers of breath holding while scuba diving and I will not hold the Released Parties responsible if I am injured doing so. \_\_\_\_\_(initial)

I affirm I am in good mental and physical fitness and am not under the influence of alcohol or any drugs that are contraindicated to diving. If I am taking medication, I affirm that I have seen a physician and have the physician's approval to dive while under the influence of the medication. I understand that past or present medical conditions may be contraindicative to my participation in the Experience. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I further affirm that I have no history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. \_\_\_\_\_(initial)

I understand that I will be diving with marine life during the Experience. I understand and acknowledge that these are wild animals and their behavior cannot be predicted or controlled. I affirm that if I am injured by any such marine life, regardless of the cause, I will not hold the Released Parties responsible for any such injury or death. I understand that I will be diving in a challenging aquarium condition including but not limited to confined spaces and overhead environment. I hereby agree to obey all safety requirements and instructions, and to honor all restrictions and limitations, during the above referenced activities at the Aquarium. I understand that if I do not follow safety requirements, my participation in the Experience will be immediately terminated. \_\_\_\_\_(initial)

I will inspect all of my equipment prior to the activity and will notify the Released Parties or their employee/agent conducting the Experience, if any of the equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect equipment prior to the Experience. I will ensure that such equipment will be returned to the Aquarium in proper operating condition. I assume the responsibility and risk of any loss of, or damage to personal and/or Aquarium property that may occur as a result of the Experience whether caused in whole or in part by my conduct or omission. \_\_\_\_\_(initial)

I understand that I am not entitled to any form of reimbursement or refund for cancellation or me not entering the water. \_\_\_\_\_(initial)

I hereby release, acquit, exonerate, and forever discharge Greater Cleveland Aquarium and their affiliates, directors, officers, agents, volunteers, and employees (collectively, the "Released Parties") from any and all claims for personal injury (including death) and/or property damage which may occur during (and/or as result of) the above referenced activities at the Aquarium, whether or not any such personal injury (including death) and/or property damage is caused in whole or in part by the negligence of the Aquarium and/or by the negligence of any other Released Party. \_\_\_\_\_(initial)

To the extent permitted by applicable law, I hereby covenant and agree to defend, hold harmless, and indemnify the Released Parties from and against any and all claims, demands, judgments, losses, damages, punitive damages, obligations, actions, causes of action, costs, expenses, attorneys' fees, and liabilities which any of the Released Parties may sustain, incur or be required to pay, at any time after the date of this Agreement, whether or not any such Released Party was negligent, for personal injury (including death) and/or property damage in any manner arising in connection with (and/or as a result of) the above referenced activities at the Aquarium. \_\_\_\_\_(initial)

I grant the Aquarium permission to use name, picture, likeness, and/or voice in any manner for any advertising or promotion for the Aquarium, whether broadcast, published, or used in other medium, and to maintain such name, picture, likeness, and/or voice in a database for future use, all without remuneration, all to the fullest extent permitted by applicable law. \_\_\_\_\_(initial)

This Agreement shall apply and shall be enforceable to the full extent permitted by applicable law; and if any provision of the Agreement is held or deemed to be unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect. \_\_\_\_\_(initial)

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 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. \_\_\_\_\_(initial)

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. \_\_\_\_\_(initial)

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS, AND AGREE TO BE LEGALLY BOUND HEREBY. I HAVE FREELY EXECUTED THIS RELEASE.

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

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Print Parent/Guardian's Name

\_\_\_\_\_  
Date (day/month/year)