

**SCUBA DIVING AND SNORKELING –
ASSUMPTION OF RISK AND RELEASE OF LIABILITY**



Please read carefully, fill in all applicable blanks, and initial each applicable paragraph before signing.

I, _____ do state that:

I am 18 years of age or older, and my date of birth is ___/___/____. If I am under the age of 18, I have a parent or guardian present with me who has the legal capacity to sign the assumption of risk and release of liability agreement for me.

_____ I am a certified scuba diver, trained in safe diving practices, including the use of scuba diving equipment. I am certified by the following organization(s):

_____,
my C-Card Number is _____, and my date of certification is _____.

_____ I am currently being trained and am under the supervision of my scuba instructor:
_____, from the agency/organization: _____,
and whose instructor number is _____.

_____ I am snorkeling in the designated snorkeling area(s) of Juturna Springs. I have experience with the proper use of snorkeling equipment. I am using my own equipment or rental equipment and I have inspected it on today's date.

Assumption of Risk Agreement

_____ I understand and am aware that snorkeling and scuba diving are activities that involve **INHERENT RISKS AND HAZARDS**. I understand that these sports and the use of snorkeling and scuba diving equipment involve a risk of injury to any and all parts of my body. Despite the risk of injury, **I HEREBY FREELY AND EXPRESSLY ASSUME** any and all risks associated with the sports of snorkeling and scuba diving.

I understand, and by initialing, hereby do agree that safe practices for snorkeling and scuba diving are my responsibility and include, but are not limited to, the following:

1. I am in good mental and physical fitness for diving, and I will never snorkel or scuba dive while under the influence of alcohol and/or drugs. If I am taking any medication, I have seen a physician and have approval to snorkel or scuba dive under the conditions of this activity while under the influence of the medication/drugs.
2. I will only snorkel in the areas of Juturna Springs that are designated for snorkelers. _____
3. I will never scuba dive in the areas of Juturna Springs that are designated for snorkelers. _____
4. I will never dive alone or with a person with whom I have not thoroughly discussed a dive plan. _____
5. I will only dive with a dive buddy. My dive buddy is another certified diver, and I will only dive with my buddy after each of us has reviewed one another's diving equipment and emergency procedures before the dive. I also know that teams of three or more divers are not recommended. _____
6. I will not remove the wristband or hand stamp provided to me by Juturna Springs, and I understand that this wristband or hand stamp designates me as either a technical or regular scuba diver, a snorkeler, or as a student.
7. I will always dive with: a buoyancy compensator that has a power inflation system, a regulator system, which includes a second stage, an alternate air source and submersible pressure gauge, and a depth gauge, timing device, and cutting device. _____
8. I will adjust my weight system to maintain neutral buoyancy with no air in my buoyancy compensator at the surface of the water and position the weights to keep the quick-release or belt buckle easily accessible at all times. _____



9. I will not dive deeper than 100 feet. _____
10. I will surface with at least 300-500 psi in my scuba cylinder and will never stay underwater until my breathing gas supply is exhausted. _____
11. Regardless of the type of breathing gas I am using, I will make all dives “no decompression dives.” I am proficient with the use of a dive table and/or dive computer, and I will use one of them to calculate my no-decompression dive(s) for all dive(s) at Juturna Springs. _____
12. I will only enter and exit the water at the designated entry/exit location(s). _____
13. I understand that care must be exercised at all times whenever entering or exiting the water, or while boarding or disembarking any watercraft. _____
14. I know I should be aware of the known features of the dive and snorkel site(s) and, if they are not clear to me, I am responsible for having any questions answered prior to entering the water. _____

_____ **I acknowledge that I understand the importance and purpose of safe diving and snorkeling practices and my responsibility to adhere to them.**

RELEASE OF LIABILITY

To the fullest extent allowed by law, **I AGREE TO RELEASE** Juturna Springs, Maryland Dive Training Facilities, LLC (dba Juturna Springs), Comus Properties, LLC, and all of their employees, agents, including instructors, their heirs and assigns (hereinafter referred to as “Released Parties”), **FROM ANY AND ALL RESPONSIBILITY OR LIABILITY** for any and all injuries or damages sustained by me or others during the dive(s). Furthermore, **I AGREE NOT TO SUE** or make a claim against any of the Released Parties for injuries or damages sustained by others or me during the dive(s). **I AGREE TO RELEASE, HOLD HARMLESS, AND INDEMNIFY** the Released Parties from any and all liability for injuries whether arising or resulting from any **NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OR FROM ANY OTHER CAUSE.**

I am fully aware that diving with compressed breathing gas involves certain risks and that **INJURIES OR DEATH CAN OCCUR.** I further agree that if I am involved in an underwater accident that it may be determined that I be evacuated for emergency medical treatment or to a hyperbaric chamber and that I am responsible for all associated costs and expenses. I further understand that such medical care may not be easily or readily accessible.

This document supersedes all other agreements or representations by or between the parties and is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. I understand and agree that this Agreement will be interpreted pursuant to Maryland law. If any portion of this Agreement is deemed unenforceable, the remainder shall be given full force and effect. I understand this is legally binding on my heirs and on me.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT. I SIGN THIS RELEASE FREELY AND VOLUNTARILY.

(Date) (Printed Name of Diver/Snorkeler)

(Date) (Signature of Diver/Snorkeler)

(Date) (Printed Name of Parent or Guardian, if applicable)

(Date) (Signature of Parent or Guardian, if applicable)