

UCONN AVERY POINT SCUBA CLUB  
General Liability Release and Express Assumption of Risk

I \_\_\_\_\_, hereby affirm that I am a certified scuba diver or that I am participating in a UCONN Avery Point scuba club training program and have been advised and thoroughly informed of the inherent hazards of scuba diving activities

\_\_\_\_\_ I understand that diving with compressed air or oxygen enriched air (nitrox) involves certain inherent risks including: decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotrauma/hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that open water diving trips may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_ I understand and agree that Instructor(s) \_\_\_\_\_, or diving facilitates associated with club activities \_\_\_\_\_, the University of Connecticut nor the club officers or advisor (hereinafter referred to as "Released Parties") may 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 as a result of my participation in this diving class or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ I hereby personally assume all risks for any harm, injury, or damage that may befall me while I am engaged in UCONN Avery Point scuba club activities, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further agree to save, defend, indemnify, and hold harmless the Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation in UCONN Avery Point scuba club activities.

\_\_\_\_\_ I also understand that diving activities are physically strenuous and that I will be exerting myself and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said course and Released Parties for any such injuries incurred by me.

\_\_\_\_\_ I understand that these activities may place me deeper than I am able to safely execute a free (without breathing gas) ascent from.

\_\_\_\_\_ I understand that I may be required to furnish my own equipment and that I am responsible for its operating condition and maintenance.

\_\_\_\_\_ 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 that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free

act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF \_\_\_\_\_ BY THIS INSTRUMENT TO EXEMPT AND RELEASE INSTRUCTOR(S) \_\_\_\_\_, OR DIVING FACILITATES ASSOCIATED WITH CLUB ACTIVITIES \_\_\_\_\_, THE UNIVERSITY OF CONNECTICUT AND THE CLUB OFFICERS OR ADVISOR AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

This document is required for participation in UCONN Avery Point scuba club activities. No alterations, changes, omissions or revisions may be made.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date