

AFFIRMATION, INDEMNIFICATION AND LIABILITY RELEASE

I, *(PRINT FULL NAME)* _____, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of skin and scuba diving. By signing this release, I certify that I am cognizant of these risks and that I knowingly, and after thoughtful consideration, agree that The Scuba Sports Club ("TSSC") and its officers, directors, and agents, may not be held liable by me or my family, heirs or assignees for any occurrence in connection with dives and/or other activities organized by TSSC.

I affirm that: *(Please initial each paragraph)*

_____ 1. I am a certified scuba diver trained in safe diving practices. I have been fully and completely advised of the potential hazards and dangers incidental to engaging in the activity of scuba diving, and I expressly assume such risk

_____ 2. I agree that the purpose of our diving is strictly recreational.

_____ 3. I understand that it is not the function of TSSC or its officers and/or directors to act as the guardians of my safety.

_____ 4. I am in good mental and physical fitness for diving. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during dive excursions, and I expressly assume such risk.

_____ 5. I am not, and will not dive, under the influence of alcohol and/or drugs, nor am I taking any drugs that are contraindicated for diving. If I am taking medication, I have seen a physician and have approval to dive although taking such medication.

_____ 6. I understand that diving involves certain risks, and that injuries can occur that require treatment in a recompression chamber. I further understand that a dive may be conducted at sites that are remote, by time and/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.

_____ 7. I understand, and hereby consent, that an agent, servant, member, officer and/or director of the TSSC may voluntarily, but is not obligated to, render first aid or emergency treatment to me, including the administration of oxygen, at the scene of an accident or other emergency. I hereby agree that the TSSC and/or such person(s) shall not be liable for damages for injuries alleged to have been sustained by me by reason of any act or omission in the rendering of, or the failure to make available, such treatment.

_____ 8. I understand that even if I follow all of the appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other injuries, and I expressly assume the risk of such injuries or illnesses.

_____ 9. I understand that diving in open waters involves additional risks due to the environment, animal or sea life, currents and mechanical equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

_____ 10. I shall observe strictly and comply with such additional reasonable terms and regulations as TSSC or its agents, servants, officers and/or directors may from time to time deem desirable or needful to prescribe before or during these activities.

_____ 11. **Any action, dispute, proceeding, claim or controversy between myself and TSSC and its officers, directors, and agents arising from and/or related to dives and/or other activities organized by TSSC (a "Dispute"), whether sounding in contract, tort or otherwise, shall, at TSSC's election, which election may be made at any time prior to the commencement of a judicial proceeding by TSSC or, in the event of a judicial proceeding instituted by me or my representatives, at any time prior to the last day to answer and/or respond to a summons and/or complaint, be resolved by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association.** The parties consent to the jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York for all purposes in connection with arbitration including the entry of judgment of any award. **I waive the right to trial by jury in any action arising from a Dispute.**

_____ 12. **I HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.**

I HEREBY EXEMPT AND RELEASE TSSC AND ITS AGENTS, SERVANTS, OFFICERS AND/OR DIRECTORS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH AND LOSS OF SERVICES CAUSED BY THE NEGLIGENCE OF TSSC OR ITS AGENTS, SERVANTS, OFFICERS AND/OR DIRECTORS.

I shall defend, indemnify and hold harmless TSSC together with its directors, officers, servants, and/or assignees (collectively called the "Indemnified Parties") from and against all claims, suits, obligations, liabilities, damages, losses and judgments, including all costs and expenses related thereto (including attorneys' fees) which may be asserted against, suffered by, charged to or recoverable from the Indemnified Parties by reason of injury to me or my death provided the event causing such injury, death, loss or damage is caused by, or related to, a TSSC-sponsored activity.

Dated: _____

Signature: _____