

**SUNCOAST SEALS DIVE CLUB, INC. VOLUNTEER DIVER/
SPEAR FISHERMAN
ASSUMPTION OF RISK AGREEMENT**

**IMPORTANT – READ BEFORE YOU AGREE.
YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

VOLUNTEER DIVER / SPEAR FISHERMAN

By clicking “Agree” and “signing” electronic form you are personally assuming all risk

SUNCOAST SEALS DIVE CLUB, INC.

VOLUNTEER DIVER / SPEAR FISHERMAN ASSUMPTION OF RISK AGREEMENT

I, by clicking “Agree” and entering signature on electronic form, hereby acknowledge that I have voluntarily applied to participate in activities sponsored in whole or in part by Suncoast seals dive club, Inc. (“SC SEALS”).

In the context of this document, the word “I” shall mean me, my heirs, survivors, personal representatives, estate, legal guardian, attorneys in fact, or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian on behalf of another person, than it shall mean me, my ward’s heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principal.

I AM AWARE THAT RECREATIONAL AND/OR COMPETING SPEARFISHING AND/OR DIVING OR PARTICIPATION ARE HAZARDOUS ACTIVITIES, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ALL RISKS OF INJURY OR DEATH.

In consideration of SC SEALS allowing me the privilege of participating in events sponsored in whole or in part by SC SEALS, and use of their facilities, if any, I agree and represent and warrant (as applicable) that:

1. **ASSUMPTION OF EXCEPTIONAL RISK.** I voluntarily assume all risk of injury to myself (“injury”) shall herein include bodily injury, and/or damage to or destruction of or loss of my property, and/or my death) which arises from my participation in any form of Diving or Participation activities described in this Agreement, even when such injury is caused solely or in part by the negligence of one or more Cosigners. (As used herein, a “Cosigner”) means a person who has signed this agreement, and who is either a prospective SC SEALS member or an SC SEALS member in good standing at the relevant time)
2. **CROSS RELEASE OF LIABILITY.** I hereby release every Cosigner and SC SEALS, SC SEALS members and Cosigners from any liability for injuries to me arising from my participation in diving, fishing or any related activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of SC SEALS, any SC SEALS members or one or more Cosigners.
3. **PRECONDITION OF SC SEALS MEMBERSHIP.** Since every SC SEALS member and prospective SC SEALS member is required to sign this agreement as a precondition for membership or continued membership in SC SEALS and/or as a precondition for taking active part in any Diving or Participation, all such SC SEALS members and prospective SC SEALS members are conclusively presume to have signed this SC SEALS agreement. Because of this fact, it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if there are any) which relate to or are connected to Diving or Participation.
4. **REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK.** I understand and agree that for the thrill of engaging in Diving or Participation:
 - a. I and others with whom I will come in contact with or whom may interact with me in a manner that may relate to my safety will be attempting, performing or utilizing SCUBA (Self Contained Underwater Breathing Apparatus) diving, apnea diving, swimming, snorkeling, free diving and spearfishing or any other form or method of the harvest,

capture, observation, or collection of marine life and related marine and land based activities (hereinafter referred to as “**Diving or Participation**”).

- b. I understand that the dangers and risks of Diving or Participation include, but are not limited to: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, ears, sinus cavities and other aspects of the neurological system, vascular and/or musculoskeletal system, decompression sickness and serious injury or impairment to other aspects of my body, general health and well-being. **Diving or Participation may cause me to suffer the “bends.”** Diving or participation may include the use of firearms, and other lethal weapons or methods of harvest: These may prove harmful or fatal to me or others. I understand that the degree and risks of Diving or Participation may result not only in serious injury or death, but a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally enjoy life.
- c. I understand Diving or Participation will expose me and others to risk of personal injury and/or death. I understand that the success of my Diving or Participation depends upon the perfect functioning of the equipment I and others will or may utilize as well as knowledge, skills, judgement, physical abilities, health, weather, sea conditions and countless other risks which I cannot control and/or which I and others may not be aware of at this time. And that neither any such equipment, conditions, risks or persons, including myself be entirely depended upon to function perfectly or to act or occur predictably because each of them is subject to mechanical malfunction and operator error, random chance, and changes beyond my or others control or prediction.
- d. I freely and voluntarily choose to assume ALL the risks inherent in Diving or Participation, including but not limited to risks of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operation or use of the equipment and human error.
- e. I understand weather conditions, the seaworthy state of any vessel, preparation of the captain, crew or passengers, and risks posed by marine life may change rapidly, may or may not be predictable, may be beyond my control and that SC SEALS, SC SEALS members and Cosigners are in no way responsible for my Diving or Participation, or for ensuring that any captain or crew involved in any way in connection therewith complies with applicable laws or standards of conduct or safety.
- f. I understand SC SEALS’, or any other SC SEALS members’ or Cosigners’ decision to schedule, postpone, delay, initiate, start, or NOT cancel, delay, postpone, schedule or start any Diving or Participation tournament or event of any kind to does not act, and may not be deemed as any endorsement, representation, opinion, advise, or assurance of any kind that such Diving or Participation should or should not be engaged in at that particular time or at any time in the future. Such decisions are solely my responsibility.
- g. I understand SC SEALS and its members are not manufacturers, maintenance providers for, re-sellers of, nor make any warranties of any kind relating to the fitness for particular purpose or safety of any item, equipment or the tournament prizes, or is otherwise in the chain of distribution for them. The item, equipment or the tournament prizes I may receive are either gifts from sponsors or are sold or provided tom me by third parties, and SC SEALS is, if it ever has physical custody of such items, only a temporary custodian of these them.
- h. I understand SC SEALS is in no way whatsoever a supplier of air, NITROX or any other gas mixture and is not responsible to me in any way whatsoever for my use or failure to use any such gas.

- i. I understand SC SEALS is not responsible in any way for training me or preparing me for Diving or Participation. There is not, and will not be deemed to be, any teacher/student or instructor/trainee relationship between me and SC SEALS. I do not hold SC SEAL out or consider them to be in a position of superior knowledge or expertise regarding Diving or Participation.
- j. I understand SC SEALS owns no fiduciary duties to me or any duty of care relating to my Diving or Participation. I am not, by virtue of my Diving or Participation an agent or employee of SC SEALS, nor is SC SEALS any agent or employee of mine.
- k. I understand if I am a minor (under the age of 18) or am not my own legal guardian for any reason (collectively, a “minor”), the person executing this Agreement on my behalf has the authority under applicable law to do so and is personally responsible for me in all respects in connection with my Diving or Participation. If I am a minor, or under the age of 21 years of age, I will not drink alcohol prior to, during or after Diving or Participation.
- l. I understand if I consume alcohol or drugs of any kind prior to, during or after Diving or Participation I do so solely at my own risk.
- m. I understand I am solely responsible for my own preparation for and performance of Diving and Participation. I have consulted with physicians and other medical advisors (of whom none are SC SEALS) and, taking into account their advice have made my own determination whether I will engage in Diving or Participation.
- n. I understand SC SEALS is not responsible to me or any others for providing any form of medical care, search and rescue, vessel assist, or any other aid or assistance whatsoever. I understand that Diving or Participation may take place under conditions or at locations that place me and others out of reach of, or subject to delay in obtaining medical care, rescue or transport.
- o. I understand I am solely responsible for and assume all risks associated with my departure from Diving and Participation, my cessation of Diving and Participation and my travel to, from and during Diving and Participation.
- p. I understand that this is a legal document. I execute it voluntarily and with full knowledge of its meaning and significance.
- q. I understand and I agree to pay any reasonable cost to repair or replace any SC SEALS’ equipment lost or damaged by myself or through my actions, whether by accident or negligence, at or through my diving or Participation. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment.
- r. I assert that I have accident/health insurance coverage and/or my own health care needs that will apply in the event of injury as a result of my Diving or Participation.
- s. I understand my Diving or Participation includes, without limitation, any travel to, from, during, participation in, departure from and preparation for any activities known as the “**West Coast Council Series**” spearfishing and diving tournaments.
- t. I understand and recognize that there may be diving or fishing practices or rules which others might consider necessary or prudent for safe diving and fishing and which have not been adopted or which are not enforce by either SC SEALS or any Cosigner or one or more SC SEALS members, officers or divemasters. I will not hold SC SEALS or any SC SEALS member or Cosigner, acting in any capacity whatsoever, to enforce or adopt any particular rule or practice. This includes, but is not limited to: a failure to enforce the

Buddy System, a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives or fishing due to marine, atmospheric or other dangers, a failure to require any minimum level of diving or fishing expertise or experience for Cosigners, SC SEALS members or prospective SC SEALS members participating in an SC SEALS activity.

- u. I understand and recognize that one or more SC SEALS members, SC SEALS or any Cosigner or their parties may negligently omit to give me information, or may give me false or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that SC SEALS or one or more SC SEALS members, other Cosigners or third parties may negligently approve of my preparation or planning for a dive or my equipment condition or my complement of equipment or my manner of wearing or using equipment. I agree that I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment condition or my complement of equipment and my manner of wearing or using my equipment is sufficient for the dive I intend to make. I release SC SEALS, each and every SC SEALS member and all Cosigners, who by signing this agreement similarly release me, from negligent acts or omissions of this nature.
- v. I fully understand and recognize that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

Since I understand and recognize that any assistance I might give to a diver or other person in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver or other person, including by buddy, in any way, whether in or out of the water. I agree that SC SEALS, SC SEALS members and any Cosigners have the same freedom. Thus, in order to hereby obtain benefit of a similar express release from SC SEALS, SC SEALS members and any Cosigners, I agree that neither SC SEALS, SC SEALS members nor any Cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water, or to offer me air even when I request it, or to stay with me during a diving activity, or to look for me if we become separated. I release all SC SEALS, SE SEALS members and any Cosigners from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

5. **NO ORAL MODIFICATIONS.** This Agreement cannot be modified by the parties by any means unless such modifications are made in writing, attached to and referenced on this Agreement, and signed by a duly authorized representative of SC SEALS.

6. **COVENANT NOT TO SUE.** I, my heirs, distributes, executors, administrators, guardians, legal representatives and assignors, exempt and release the SC SEALS, SE SEALS members and all Cosigners, their officers, directors, agents, employees, representatives, servants or shareholders, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, distributes, executors or administrators hereafter may have by reason of injury to my person or to my property arising from the activities contemplated by, or the risks described in this Agreement.

7. **INDEMNITY AGAINST CLAIMS.** I hereby agree that, my heirs, distributes, executors, administrators, guardians, legal representatives and assignors will indemnify, save and hold harmless the SC SEALS and all Cosigners, their officers, directors, agents, representatives, servants, employees, attorneys, business advisors and shareholders, conducted from any and all losses, claims, actions, or

proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my Diving or Participation or participation in any other activities in connection with, sponsored by or for SC SEALS, SE SEALS members or Cosigners.

8. **CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions or the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGAINST CLAIMS shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in Diving or Participation or in any other activity in connection with, sponsored by, or for SC SEALS, SC SEALS members or Cosigners, and shall be binding upon my heirs, distributes, executors, administrators, guardians, legal representatives and assignors of my estate.

9. **BROAD INTERPRETATION.** This Agreement is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or any part of any provision of this Agreement is held to be invalid or legally enforceable for any reason, the remainder of this Agreement shall not be effected thereby and shall remain valid and fully enforceable.

10. **EXEMPTION FROM LIABILITY.** Without limiting any of the foregoing, I, my heirs, distributes, executors, administrators, guardians, legal representatives and assignors, exempt and release the SC SEALS, SC SEALS members and all Cosigners, their officers, directors, agents, representative, servants, employees, and shareholders from any and all liability, claims, demands or actions or causes of action from any and all direct, indirect, vicarious or any other form of liability, claims, demands or actions or causes of action whatsoever arising out of physical, emotional, economic, non-economic damages, loss or injury to me or my property while participating in any of the activities contemplated by this Agreement, or otherwise relating to risks described in this Agreement, whether such loss, damage, or injury results from the negligence of any person or business or any other cause, omission or occurrence.

11. **LIKENESS and PHOTOGRAPHS** I understand that the SC Seals may use photographs of me or my fish to promote the club purposes and conservative recreational harvest by spearfishing, and I agree to allow said use without compensation.

I HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SC SEALS, AND/OR IT'S AFFILIATED ORGANIZATIONS, AND I HAVE AGREED AND SIGNED ELECTRONIC FORM OF MY OWN FREE WILL.