



SCUBA FOR DIABETES PARTICIPANT WAIVER

(Please read carefully, and initial each paragraph before signing.)

_____ I hereby declare that I am a certified scuba diver, trained in safe diving practices, and am aware of the inherent hazards of skin and scuba diving.

_____ I understand and agree that neither the SCUBA FOR DIABETES, Diabetes Association of Greater Cleveland, nor the organizers or promoters of this event, nor any of their respective employees, officers, agents or assigns, (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 activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

_____ I understand that diving with compressed air involves certain inherent risks, including but not limited to, air expansion injuries, decompression sickness, embolism and drowning. Hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity 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 activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/ drugs.

_____ I understand that skin and scuba diving are physically strenuous and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

_____ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the dive(s) for any harm, injury, or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

_____ I further declare 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, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I, _____, by this instrument do hereby exempt and release SCUBA FOR DIABETES, Diabetes Association of Greater Cleveland, and the organizers and promoters of this event, and all related entities as defined above, from all liabilities or responsibilities whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to product liability or the negligence of Released Parties, whether passive or active. I have fully informed myself of the contents of this liability release and assumption of risk by reading it before I signed it on behalf of myself and my heirs.

Date of Event: March 6, 2011

Participant's Signature, Age and Date

Parent/Legal Guardian Signature and Date (If under 18)