



CLEARWATER MARINE
AQUARIUM™

SCUBA Liability Waiver/Implied Consent Form

Please initial each paragraph!

I, _____ (“**Volunteer Diver**”) hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of skin and SCUBA diving.

_____ **Volunteer Diver**, in consideration of the permission granted to **Volunteer Diver** by Clearwater Marine Aquarium, Inc., hereby releases property owner(s), instructors, volunteer dive leads and supervisors, members, employees, officers, directors, agents, and their assigns (“**Released Parties**”) for **Volunteer Diver’s** participation in these diving activities and any other related activity and affirms that the **Released Parties** may not be held liable or responsible in any way for any injury, death or other damages to **Volunteer Diver** or his/her family, heirs, or assigns.

_____ **Volunteer Diver**, for himself/herself and his/her personal representatives, heirs, next of kin, executors, administrator and assigns, hereby forever releases, waives, indemnifies, holds harmless, discharges and covenants not to sue **Released Parties** from any and all actions, causes of action, damages, claims, demands or other liabilities, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, including death and/or any property or equipment damage known or unknown that may occur as a result or in connection with **Volunteer Diver’s** participation in these diving activities or any other related activity, caused by the ordinary negligence of any party including the **Released Parties** whether active, passive or otherwise.

_____ **Volunteer Diver** acknowledges that he/she has been fully advised of and has actual knowledge and conscious appreciation of the particular risks associated with diving with compressed gas including, but not limited to those risks and dangers that could result in death, drowning, air embolism, illness (physical or mental), or damage to himself/herself, his/her property, or to third parties, and all other risks and dangers naturally inherent in diving, including the risk of decompression sickness or bends, embolism, or other hyperbaric injuries which can occur that require medical treatment in a hyperbaric chamber.

_____ **Volunteer Diver** acknowledges that diving is a strenuous activity and that he/she will be exerting himself/herself during this activity, and that if he/she is injured as a result of a heart attack, panic, hyperventilation, etc., he/she expressly assumes the risk of said injuries and he/she will not hold the **Released Parties** responsible for same.

_____ **Volunteer Diver** realizes that he/she is responsible for injury to persons or damage to property that may occur as a result of or in connection with **Volunteer Diver’s** acts or omissions. **Volunteer Diver** hereby acknowledges that he/she is full advised of and has actual knowledge and conscious appreciation of the particular risks and dangers involved in said activities, including but not limited to exposure to the sun and weather.

_____ **Volunteer Diver** expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if a portion hereof is held invalid, the balance shall continue in full force and effect.

_____ **Volunteer Diver** hereby represents and warrants that he/she is a certified SCUBA diver, is in good health and physically fit to SCUBA dive, has no health conditions that would prevent compressed gas diving, is at least 15 (fifteen) years of age, has carefully read this Waiver and understands all of its contents, and executes it voluntarily and with full knowledge of its significance. **Volunteer Divers** under 18 require guardians’ signatures.

_____ **Volunteer Diver** affirms that he/she has made SCUBA dives within 12 (twelve) months prior to the date signed below and that the information contained in his/her dive log is true and correct, with the understanding that the **Released Parties** rely on the accuracy of the dive log to authorize participation in Clearwater Marine Aquarium’s Dive Program.

_____ **Volunteer Diver** further agrees that all ancillary rights including but not limited to, publicity, television, photo, and replica rights, are exclusively the property of Clearwater Marine Aquarium.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY/IMPLIED CONSENT FORM BY READING IT BEFORE SIGNING IT. IN WITNESS WHEREOF, VOLUNTEER DIVER has executed this Waiver on this ____ day of _____, 20____.

Volunteer Diver Signature

(Guardian of Volunteer Diver must sign if Volunteer Diver is under age 18)

Witness Signature