

LIABILITY RELEASE
FOR ALL PARTICIPANTS IN DIVING AND /OR SNORKELING ACTIVITIES
Must be read carefully and completed prior to every dive day.

This is a Release and waiver of your rights to sue Top Island Econauts and related entities including but not limited to boat operators, employees, instructors, certified assistants, dive masters, diver training agencies, members, agents and assigns (the "Organization") for any and all claims that may arise as a consequence of participation in the activities as set out below.

Please place your initials next to each of the following.

- _____ 1. I acknowledge that I am a certified scuba diver trained in safe diving practices.
- _____ 2. I acknowledge that I am responsible for having relayed accurate dive certification information to the Organization and that I have reviewed and approved the information in the Econauts Membership Information document at this link. This information includes dive certification level, certificate number, and up-to-date emergency contact information.
- _____ 3. I acknowledge that I have watched the Top Island Econauts' "Dive Risk Awareness" video and assume all protocols, risks, and responsibilities communicated therein.
- _____ 4. I am aware of the risks inherent in the sport of diving/snorkeling and accept these risks without limiting the aforesaid those risks include, but are not limited to, injury or death as a result of drowning, embolism, organ failure, equipment failure, decompression sickness, cold exposure, vessel impact, and further stresses and injuries.
- _____ 5. I acknowledge that the Organization is not a commercial operation and that the boat operators are volunteers who may not have the certification required on commercial vessels. I release from liability the boat and boat operators from any claims of negligence.
- _____ 6. I affirm that I am in good mental and physical fitness for diving/snorkeling, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to these activities. If I am taking medication or experiencing a medical condition, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs and/or with the medical condition.
- _____ 7. I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold the Organization responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses.
- _____ 8. I am aware of the dangers of breath holding while diving/snorkeling and I will not hold the Organization responsible if I am injured doing so.
- _____ 9. I am aware that I must dive with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I expressly assume the risk and accept all responsibility to plan each of my dives and dive my plan.
- _____ 10. I accept that the maximum allowable dive depth when diving with the Organization is 80 feet. Maximum allowable dive time is 60 minutes and I must end my dive (surface) with at least 500 psi in my cylinder.
- _____ 11. Responsibilities I accept as a diver include checking cylinder air pressure prior to diving, testing Nitrox oxygen percentage, checking all my dive equipment and that of my buddy, reviewing underwater communication signals and lost buddy protocols, being familiar with how to safely exit and enter the boat, and included but not limited to assessing environmental conditions including current, visibility, and surface conditions. I will not hold the Organization liable in the event that I fail to inspect my equipment and/or assess dive conditions.
- _____ 12. I will assume full responsibility for the servicing of my equipment to meet Standard Practices.
- _____ 13. I understand that even if I follow all of the appropriate dive practices, there is still risk of my sustaining decompression sickness, embolism, or other hyperbaric injuries and death, and I expressly assume the risk of said injuries.
- _____ 14. I expressly assume the risk and accept all responsibility associated with using the air compressor, if use of the compressor is necessary.
- _____ 15. I also understand that scuba diving/snorkeling is a physically strenuous activity and that I will be exerting myself during these diving excursions. If I am injured as a result of a heart attack, panic, hyperventilation, etc., I expressly assume the risk of said injuries.
- _____ 16. I also understand that on these open-water diving trips, I will be at remote sites and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such remote locations.

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- _____ 17. I thoroughly understand and accept the risk that the hazards of diving include those hazards occurring during boat travel to and from the dive site. I understand that these hazards include, but are not limited to, slipping or falling, being cut or struck by a boat, injuries occurring while getting on or off a boat, and other perils of the sea.
- _____ 18. I understand that the novel coronavirus, COVID-19 is extremely contagious, and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death and voluntarily agree to assume all the foregoing risks. I acknowledge that the Organization is not responsible if I become infected with COVID-19 or another pathogen.
- _____ 19. I will comply at all times with all applicable health-related Government Orders, Statutes, Acts, Regulations and Guidelines, including but not limited to those pertaining to COVID-19.
- _____ 20. I understand that this release, waiver and indemnity is intended to be as inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- _____ 21. It Is the Intent of (*Print Diver's Name*) _____

To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of warranty, breach of contract and/or breach of any statutory duty of care of the Organization,

To FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to the Organization,

To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization,

To WAIVE any and all claims that I may have now or in the future against the Organization, and

TO HOLD HARMLESS AND INDEMNIFY the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.

This Is Valid For The Year 2025.

I fully understand the contents of this Release, am signing voluntarily, and agree that it is binding upon me, my heirs, spouse, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to commence or maintain any action against the Organization on the basis of any claims from which I have released herein.

NAME (*Please Print*) _____

DATE OF BIRTH _____

SIGNATURE _____
(if under 18 signed by parent/guardian)

DATE SIGNED _____

MAILING ADDRESS _____

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