

## **EQUIPMENT AND OXYGEN ENRICHED AIR RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK**

I hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving, and the particular hazards of scuba diving with oxygen enriched air.

I understand that diving with oxygen enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Also, I understand the usual inherent risks of scuba diving; including but not limited to decompression sickness, air embolism, drowning, or other injuries; that may occur that require treatment in a recompression chamber. I understand that the open water diving trips, which are necessary for training and certification or for my own recreation, may be conducted at a site that is remote, whether by time or distance or both, from such recompression chamber. I still choose to proceed with such instruction or recreational dives in spite of the possible absence of a recompression chamber in proximity to the dive site. I hereby release from legal liability **Peter Hughes Diving, Inc., the Vessel, the Vessel Owners, charterers and operators of the vessel, nitrox equipment manufacturers and suppliers, and their officers, directors, shareholders, agents, employees and affiliated companies, (hereinafter collectively referred to as RELEASED PARTIES)** from any and all liability for damage and injury or death to myself or to any persons or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and/or the oxygen enriched air it produces, and of any claim based upon negligence, breach of warranty, contract or any other legal theory, accepting myself the full responsibility for such damage, injury or death which may result from using oxygen enriched air.

On behalf of myself and my heirs, executors, administrators or assigns I hereby release, waive, discharge and relinquish any action or cause of action, which may arise for my heirs, executors, administrators and for my estate and agree that under no circumstance will I or my heirs, executors, administrators or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Released Parties for any cause of action, whether the same shall arise by the negligence of any of said persons, or otherwise. **IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT.**

On behalf of myself and my heirs, executors, administrators or assigns I agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted by or on behalf against the Released Parties, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented from personal injuries, property damage or wrongful death.

I affirm that I have completed training from a recognized enriched air training organization and have presented a certification card as evidence of successful completion of said training.

I affirm that I will personally analyze the oxygen enriched air in each scuba cylinder(s) used by me during this charter and that I understand such enriched air may be used to no more than the maximum depth allowed by my certification and training agency. I also affirm that after I have analyzed the oxygen enriched air cylinder(s); I will indicate such analysis in the appropriate space on the appropriate form(s).

I hereby agree to accept the terms and conditions of this contract. This document constitutes that final and entire agreement between the Released Parties and the undersigned. The Released Parties provide **NO WARRANTIES** express or implied and this product is accepted "AS IS". I am of lawful age and legally competent to sign this release or I have acquired the written consent of my parent or guardian.

**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN DIVING WITH OXYGEN ENRICHED AIR AND THAT I UNDERSTAND AND AGREE THAT BY SIGNING THIS INSTRUMENT I AM GIVING UP MY RIGHT TO COLLECT MONETARY DAMAGES FROM THE RELEASED PARTIES FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH DUE TO NEGLIGENCE.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Certification Agency:** \_\_\_\_\_

**Certification #:** \_\_\_\_\_