



## WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

THIS AGREEMENT APPLIES TO THE NAPA VALLEY DIVERS.

**THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, AND BOTH A WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PUBLIC PROPERTY AND INDEMNITY FOR ALL THIRD PARTY CLAIMS (HEREINAFTER "AGREEMENT").**

I know that scuba diving and skin diving are inherently dangerous sports and recreational activities in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "damages"), necessarily increase when I perform physically strenuous sports that require me to be in good health and physical condition in order to safely perform them.

I understand that while I'm participating in any NAPA VALLEY DIVERS dive trip I may be in a remote location, which might be several days removed from the nearest hospital or recompression chamber; and therefore it may not be possible to quickly evacuate me in the event that I experience a severe dive-related mishap such as a lung-expansion injury, decompression sickness, serious or fatal injuries from marine life forms or other types of venomous marine flora and fauna.

I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time I am diving. (All of the above-defined activities are collectively referred to throughout this Agreement as "the Hazardous Recreational Activities.")

By this Agreement, it is my intention to forever relieve NAPA VALLEY DIVERS, its officers, employees, and agents, volunteers, sponsors, vendors, contractors, exhibitors (hereinafter "CLUB") of any duty to me and I do assume the entire risk of any personal injury, damage, loss, harm, death, claim, medical expense and any other type of expense that might occur during or as a result of my use of, or presence at "CLUB".

By this Agreement, I also intend to forever release, discharge and absolve CLUB from any and all liability for any active or passive negligence whatsoever by CLUB and to waive and relinquish any claim or cause of action against CLUB for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by any negligence of CLUB and promise not to sue or exercise any legal right to seek damages from CLUB. By this Agreement, I also intend to forever release, discharge, waive and relinquish and absolve CLUB from any and all claims or causes of action against CLUB for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by "Club" activities, including but not limited to meetings, planned trips, club events, or bowls and promise not to sue or exercise any legal right to seek damages from CLUB.

In consideration of participating in "CLUB" activities, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Recreational Activities and as to any and all liability for any injury or damages which I may suffer or incur due to any cause whatsoever, while on "CLUB" premises, I hereby agree:

Initials: \_\_\_\_\_

- a. To forever waive any and all claims for any injury and/or damages that I may have against “CLUB” or any other person, company or entity in any way associated with it;
- b. To forever release “CLUB” from any and all liability for any injury and/or damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to the Hazardous Recreational Activities;
- c. To forever hold harmless and indemnify “CLUB” from any and all liability for any injury and/or damages to any third party resulting from my participation in any activity, including but not limited to the Hazardous Recreational Activities.

2. This waiver and release of liability and indemnification agreement shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.

3. I have read, understand and agree to be bound by the “CLUB” bylaws while participating in The “CLUB”. I understand the rules and that violation of the rules may result in loss of “CLUB” privileges, removal from the “CLUB”.

I acknowledge and understand that “CLUB” is a at will recreational social group. CLUB does not supervise group members and assumes no responsibility for them.

I acknowledge and understand that this agreement affords CLUB broader rights and protections than provided by statute, including but not limited to California Health and Safety Code Section 115800, and California Government Code Sections 835 and 831.7.

I hereby consent to the photographing, recording or reproduction in any other manner (including the use of videotapes and audiotapes) of my likeness, voice and/or activities and further authorize CLUB to make unlimited use of such reproductions, including but not limited to, broadcasting to the public of the reproductions over radio and television stations. I understand that I will not receive any monetary compensation, now or in the future, for participating. I hereby release and hold harmless CLUB from any claims that may result from the use of such reproductions.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of the State of California and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I certify that I have no medical condition that would cause participation in any activities with “CLUB” to increase the risk of hazard to my health. In addition, I authorize “CLUB” to provide or cause to be provided such medical treatment that may be necessary or appropriate if I am injured while at “CLUB”.

I HAVE READ AND VOLUNTARILY SIGN AND INITIAL THIS 2 PAGE AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by “CLUB” with regard to the subject matter of this Agreement.

**THIS AGREEMENT MUST BE SIGNED IN PRESENCE OF CLUB REPRESENTATIVE**

Participant’s signature \_\_\_\_\_

Date \_\_\_\_\_

Verified By \_\_\_\_\_ (Napa Valley Divers Staff Only)

FORM MUST BE COMPLETED BY EACH MEMBER AND ALSO BY EVENT GUESTS AND VOLUNTEERS AND BE ON FILE WITH THE SECRETARY OF THE NAPA VALLEY DIVERS – WAIVER VALID FOR THE CURRENT FISCAL YEAR MEMBERSHIP AS INDICATED BY THE DATE OF SIGNATURE.