

AFFIRMATION, INDEMNIFICATION AND LIABILITY RELEASE (Non-Diver)

I, (PRINT FULL NAME), hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of boating and water sports. By signing this release, I certify that I am cognizant of these risks and that I knowingly, and after thoughtful consideration, agree that The Scuba Sports Club ("TSSC") and its officers, directors, and agents, may not be held liable by me or my family, heirs or assignees for any occurrence in connection with activities organized by TSSC.

I affirm that: *(Please initial each paragraph)*

- _____ 1. I am aware of the risks inherent in this sport and accept these risks, and understand that it is not the function of TSSC or its officers and/or directors to act as the guardians of my safety.
- _____ 2. I am in good mental and physical fitness for these activities.
- _____ 3. I understand, and hereby consent, that an agent, servant, member, officer and/or director of the TSSC may voluntarily, but is not obligated to, render first aid or emergency treatment to me, including the administration of oxygen, at the scene of an accident or other emergency. I hereby agree that the TSSC and/or such person(s) shall not be liable for damages for injuries alleged to have been sustained by me by reason of any act or omission in the rendering of, or the failure to make available, such treatment.
- _____ 4. I have been fully and completely advised of the potential hazards and dangers incidental to engaging in these activities, and I expressly assume such risk.
- _____ 5. I understand that water sports and boating in open waters involves additional risks due to the environment, animal or sea life, currents and mechanical equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.
- _____ 6. I shall observe strictly and comply with such additional reasonable terms and regulations as TSSC or its agents, servants, officers and/or directors may from time to time deem desirable or needful to prescribe before or during these activities.
- _____ 7. **Any action, dispute, proceeding, claim or controversy between myself and TSSC and its officers, directors, and agents arising from and/or related to dives and/or other activities organized by TSSC (a "Dispute"), whether sounding in contract, tort or otherwise, shall, at TSSC's election, which election may be made at any time prior to the commencement of a judicial proceeding by TSSC or, in the event of a judicial proceeding instituted by me or my representatives, at any time prior to the last day to answer and/or respond to a summons and/or complaint, be resolved by arbitration in New York City in accordance with the rules then obtaining of the American Arbitration Association. The parties consent to the jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York for all purposes in connection with arbitration including the entry of judgment of any award. I waive the right to trial by jury in any action arising from a Dispute.**
- _____ 8. **I HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.**

I HEREBY EXEMPT AND RELEASE TSSC AND ITS AGENTS, SERVANTS, OFFICERS AND/OR DIRECTORS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH AND LOSS OF SERVICES CAUSED BY THE NEGLIGENCE OF TSSC OR ITS AGENTS, SERVANTS, OFFICERS AND/OR DIRECTORS. I shall defend, indemnify and hold harmless TSSC together with its directors, officers, servants, and/or assignees (collectively called the "Indemnified Parties") from and against all claims, suits, obligations, liabilities, damages, losses and judgments, including all costs and expenses related thereto (including attorneys' fees) which may be asserted against, suffered by, charged to or recoverable from the Indemnified Parties by reason of injury to me or my death provided the event causing such injury, death, loss or damage is caused by, or related to, a TSSC sponsored activity.

Dated: _____ Signature: _____

If under 18 years of age, the signature of a parent or guardian:

Dated: _____ Signature: _____

Full Name:		Email:	
Street Address			Home Phone:
City:	State	Zip	Work Phone:

Emergency Contact Information

Name:	Phone:	Relation:
Personal Physician:		Phone: