

CAPE DIVE CLUB

DIVER INFORMATION AND ASSUMPTION OF RISK, RELEASE AND HOLD HARMLESS AGREEMENT

Name: _____

Address: _____

Phone: (Day) _____ (Evening) _____

Email Address: _____

CAPE DIVE CLUB (hereinafter the "Club") is a non-profit organization. It is not the responsibility of the Club to ensure the safety, skill, education, or training, of any individual who chooses to participate in any Club event. As a result, the Club assumes no responsibility for the safety of any individual who participates in a club sponsored event. **Any individual or representative who signs this waiver and release agrees to make no claims of any kind whatsoever against the Club, its membership, individual members, and its Officers and Directors. I understand that by signing this document I agree that I am responsible for my own actions and understand that the Club will assume I have all the requisite skill, knowledge, and level of physical fitness to participate in any Club event. In plain language I understand that by signing this document I am agreeing no one is responsible for me but myself in any Club activity and neither I nor my representatives will make any claim for personal or property damage against the club.**

The following is the "legal language" which incorporates the above principal:

- (i) I hereby assume the risk of injury, death, or damage to person or property which I may suffer in the course of engaging in any Club activities.
- (ii) I hereby remise, release, and forever discharge the Cape Dive Club its officers, directors, employees, or members from any liability for personal injury, death, or damage to property which I may suffer in the course of engaging in such activities, from any cause whatsoever, including the negligence or recklessness of the Club its officers, directors, employees, or members.
- (iii) I hereby agree to indemnify, defend, and hold harmless the Cape Dive Club, its officers, directors, employees, and members for and against any claims made against them or any of them by any third party for personal injury, death, or property damage arising in any way out of my engaging in such activities.
- (iv) I have read and understood the language in this release and have had the time to consider its implications on myself, my family, and anyone representing me.

Name: (Print) _____

(Signature) _____

Witness: _____ Date: _____

Person to be notified in case of emergency:

Name: _____

Address: _____

Phone: _____