

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Release and Assumption of Risk for Snorkelers/Passengers**

This is a waiver and release of all your legal rights to sue Low Key Watersports, Inc., Ringo Leasing, vehicles and vessels, Savannah's Boutique, Still Waters, International PADI Inc., Scuba diving agencies, all officers, shareholders, independent contractors or their employees, officers, agents, instructors, certified assistants, volunteers, affiliates or assigns ("Released Parties") for personal injury, property damage, or wrongful death as a result of you participating in snorkeling and/or related activity. Your waiver and release applies even if any injury you sustain is as a result of the negligence of any of the foregoing Released Parties, or as a result of any risk of injury you may have been exposed to whether foreseen or unforeseen, caused by the negligent act or failure to act on the part of any of the Released Parties.

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

**Please place your initials** next to each of the following items:

- \_\_\_\_ 1. I acknowledge that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or legal guardian.
- \_\_\_\_ 2. I am aware of the risks inherent in snorkeling/skin diving and accept these risks.
- \_\_\_\_ 3. I affirm that I am in good mental and physical fitness for snorkeling and that I am not under the influence of any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to snorkel while under the influence of the medication/drugs.
- \_\_\_\_ 4. I will inspect all of my equipment prior to the activity and will notify the above Released Parties if any of my equipment is not working properly. I will not hold the above listed Released Parties responsible for my failure to safely plan my snorkel.
- \_\_\_\_ 5. I acknowledge that I am physically fit to skin dive/snorkel, and I will not hold the above Released Parties responsible if I am injured as a result of heart, lung, ear, circulatory problems, or other illnesses that occur while skin diving and/or snorkeling.
- \_\_\_\_ 6. I understand that I am responsible for my own behavior while on the boat and that it is my responsibility to obey the directives and instructions of the crew for my own safety and that of my fellow passengers.
- \_\_\_\_ 7. I also understand that skin diving/snorkeling is a physically strenuous activity and that I will be exerting myself during this skin diving/snorkeling excursion, and then if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed Released Parties responsible.
- \_\_\_\_ 8. The undersigned hereby acknowledges that they were informed that the snorkeling instructor/guide by whom they will be accompanied or instructed is an independent contractor. As an independent contractor the dive instructor is not an employee nor an agent of Low Key Watersports, Inc. Therefore, Low Key Watersports, Inc. does not direct the instructor's/guide's activities and is not responsible for the instructor's/guide's acts or failure to act.
- \_\_\_\_ 9. I, \_\_\_\_\_, have agreed by virtue of my signature to this instrument to waive, release, and exempt all Released Parties from any and all liability whatsoever, whether foreseen or unforeseen, for one or more personal injury, property damage or wrongful death caused by the negligent act or failure to act of any of the Released Parties. I further acknowledge that I have agreed to assume all of the risks that I may be exposed to be virtue of my participating in skin diving, snorkeling, and related activities. I further save and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns arising out of my enrollment and participation in this course including both claims arising during the course or after I receive my certification.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS INFORMATION AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

Minor Release-Signature of Parent or Legal Guardian: \_\_\_\_\_