

**LIABILITY RELEASE AND  
ASSUMPTION OF RISK  
FOR ENRICHED AIR (NITROX) DIVING**

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Please read carefully and fill in all blanks before signing.

I \_\_\_\_\_ hereby affirm that I have been advised and  
Student Name  
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; may occur that require treatment in a recompression chamber. I understand that the open-water diving trips, which are necessary for training and for certification, may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s) \_\_\_\_\_ Dive N' Surf Professional Staff \_\_\_\_\_, the facility through which I receive my instruction, \_\_\_\_\_ Dive N' Surf, Inc. \_\_\_\_\_, nor International PADI, Inc., nor any of their respective affiliate and subsidiary corporations, employees, officers, agents or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this Enriched Air diving class, whether foreseen or unforeseen, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to enroll in this Enriched Air course, I hereby personally assume all risks in connection with said course, for any harm, injury or damage that may befall me while I am enrolled as a student of this Enriched Air course, including all risks connected therewith, whether foreseen or unforeseen.

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 Enriched Air course including both claims arising during the course or after I receive my certification.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this diving course, and that 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 individuals or companies responsible for the same.

I further state 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 guardian.

I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

IT IS THE INTENTION OF \_\_\_\_\_ BY THIS INSTRUMENT TO  
Student Name

EXEMPT AND RELEASE MY INSTRUCTORS, \_\_\_\_\_ Dive N' Surf Professional Staff \_\_\_\_\_,

THE FACILITY THROUGH WHICH I RECEIVED MY INSTRUCTION, \_\_\_\_\_ Dive N' Surf, Inc. \_\_\_\_\_,  
AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR  
RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOW-  
EVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER  
PASSIVE OR ACTIVE.

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

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)