

**DSDC
BSAC
Branch 1339
Dubai U.A.E.**

General Liability Release And Express Assumption of Risk

For **Recreational Diving with DSDC**. This is in accordance with the safe diving procedures of DSDC and also in compliance with the certificating body that the below named diver was trained and not to exceed his/her training certification level.

Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of scuba diving activities.

_____ Further, I understand that diving with compressed air, oxygen enriched are (nitrox), oxygen, or trimix supplied by standard open circuit scuba, semi-closed or fully closed circuit rebreathers involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotraumas/hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open water diving trips may be conducted at a site that is remote, either by time of distance or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither **DSDC**, nor the authors of any materials including texts and tables expressly used for planning the dives (hereinafter 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 diving activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in these dives, I hereby personally assume all risks in connection with the dives, for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless DSDC and Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation if such claims may be groundless, false or fraudulent.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during these dives, and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold DSDC responsible for the same, and I agree to defend, indemnify, and hold harmless DSDC for any such injuries incurred by me.

_____ I understand that these activities may place at a depth from which I am unable to safely execute a free (without breathing gas) ascent.

_____ I understand that I may be required to furnish my own equipment and that I am responsible for its operating condition and maintenance.

_____ 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 further state that I am already a qualified and certified scuba diver from the following training agencies: _____ and that I hold training to the level of _____. I am aware of the required certification level and/or experience necessary to participate in these dives and I stipulate I meet those requirements for prior certification or equivalent experience. I have been a certified diver since _____ and have been diving for _____ years for a total of _____ dives to a maximum depth of _____ mts.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free will. Further I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, 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 EXPRESS ASSUMPTION OR RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Participant / Date

Signatures of Parents or Guardians / Date
(where applicable)

Witness / Date

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