



# General Liability Release and Express Assumption of Risk

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For \_\_\_\_\_ (specify Course or Specialty) training program under sanction through Emergency Response Diving International (ERDI), a division of International Training. 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 and the additional hazards associated with any form of emergency response diving.

Further, I understand that diving with compressed air or oxygen enriched air (Nitrox) 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 dive sites, which are necessary for training and certification, may be at sites that are remote, either by time, 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) \_\_\_\_\_, the facility through which I received my instruction, \_\_\_\_\_, International Training and Emergency Response Diving International (ERDI), nor the officers, directors, shareholders, affiliated companies, employees, agents or assigns of the above listed entities and/or individuals, nor the authors of any materials including texts and tables expressly used for training and certification (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 class and training or 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 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 course, including all risks connected therewith, whether foreseen or unforeseen. I acknowledge that emergency response diving can result in personal injury, death or exposures to harmful chemical, biological, or other foreign substances, even when all currently known limits and safety guidelines are followed correctly.

I further agree to save, defend, indemnify, and hold harmless said course 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 enrollment and participation in the course including both claims arising during the course or after I receive my certification even 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 this diving course 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 the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said course and Released Parties for any such injuries incurred by me.

I understand that these activities may place me in potential entanglements, confined spaces, overhead environments and other situations from which I am unable to safely execute a free (without breathing gas) ascent from depth. I also understand that emergency response diving will expose me to certain hazardous environments including, but not limited to: hazardous chemicals, hazardous biological agents, and other potentially threatening substances. I understand that I am responsible for taking the proper steps to protect myself from these substances that may include added exposure protection and extensive post-dive hygiene.

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

I understand that some equipment may be furnished by the Released Parties. I will exercise reasonable and ordinary care for this equipment and its maintenance while it is within my custody. I will ensure its adequate performance prior to using the equipment in any diving activities.

I further state that I am of lawful age and legally competent to sign this liability release.

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. Further that 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 MY INSTRUCTORS, \_\_\_\_\_ (AND OTHERS \_\_\_\_\_), THE FACILITY THROUGH WHICH I RECEIVED MY INSTRUCTION \_\_\_\_\_, THE TRAINING AGENCY \_\_\_\_\_ AND INTERNATIONAL TRAINING AND EMERGENCY RESPONSE DIVING INTERNATIONAL (ERDI), AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHOEVER 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 OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MY HEIRS AND MYSELF.

**This document is required for all courses and Specialties taught under sanction by Emergency Response Diving International (ERDI). No alterations, changes, omissions or revisions may be made.**

Signature of Student/Participant / Date

Witness / Date