

MARKER BUOY DIVE CLUB- NON-MEMBER WAIVER AND RELEASE OF LIABILITY FOR NON-CLUB MEMBERS

DIVE HOSTS- PLEASE RETURN A SIGNED COPY TO ANY BOARD MEMBER OR SCAN THE SIGNED COPY AND EMAIL IT TO INFO@MARKERBUOYDIVECLUB.ORG

I, _____ declare that I am a certified SCUBA diver and that I am _____ am not _____ at least 18 years of age.

I understand and hereby acknowledge the strenuous and potentially hazardous nature of SCUBA diving. By signing this Waiver and Release of Liability, I acknowledge that a certain level of physical fitness, training and judgment, as well as protective equipment, is required to minimize or avoid injury. I assume sole responsibility for my own fitness and capability to dive and all equipment used by me in connection with dives. I release THE MARKER BUOY DIVE CLUB, its officers, directors, organizers, members, agents, and representatives from any liability that may result from my own fitness or capability to dive, I waive any claim for damages that arise therefrom, and I agree to indemnify and to hold harmless the Club, its officers, directors, organizers, members, agents, and representatives from claims brought by me or by my estate if I am incapacitated or deceased.

I acknowledge that other individuals have different levels of diving skill, different levels of training, different levels of preparedness prior to any particular dive, different levels of risk that they may be willing to assume on any particular dive, varying applications of safety practices such as the Buddy Check, the secondary octopus for buddy air, pony tanks, safety gear, etc., and I acknowledge that I shall take personal responsibility for assessing the risk of any Club dive or of any dive with other divers on Club sponsored dives and other events. Further, I AGREE TO ASSUME THE RISK of any Club dive or other event and not to rely upon Club sponsorship of the dive or event or the involvement of other Club members to determine whether the dive or event is appropriate and safe for me.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE OR CONTINUE PARTICIPATION IN MARKER BUOY DIVE CLUB ACTIVITIES, I HEREBY PERSONALLY ASSUME ALL RISK IN CONNECTION WITH MARKER BUOY DIVE CLUB DIVES, EVENTS AND ACTIVITIES AND I HEREBY RELEASE THE MARKER BUOY DIVE CLUB, ITS OFFICERS, DIRECTORS, ORGANIZERS, MEMBERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (“RELEASED PARTIES”) FROM ALL LIABILITY FOR INJURY, DEATH OR DAMAGES WHICH MAY OCCUR IN CONNECTION WITH DIVES OR EVENTS SPONSORED, ORGANIZED OR OPERATED BY THE MARKER BUOY DIVE CLUB. I WAIVE ANY CLAIM PERTAINING TO SUCH ACTIVITIES AND EVENTS WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE, AND I AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, JUDGMENTS, CLAIMS, AND DEMANDS OF EVERY KIND AND NATURE WHATSOEVER CLAIMED BY ME, OR MY ESTATE, OR MY HEIRS, SUCCESSORS AND ASSIGNS WHICH MAY ARISE BECAUSE OF OR IN CONNECTION WITH ANY MARKER BUOY DIVE CLUB ACTIVITY AND/OR MY PARTICIPATION IN THAT ACTIVITY. THE PROVISIONS OF THIS RELEASE, WAIVER, AND HOLD HARMLESS SHALL SURVIVE MY DEATH OR INCAPACITY AND SHALL BE BINDING UPON THE MY ESTATE AND THOSE CLAIMANTS, HEIRS, AND DEVISEES WHO CLAIM THROUGH MY ESTATE.

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THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN FORCE UNTIL RESCINDED BY ME IN WRITING. All notices, requests, demands, claims and other communications hereunder shall be in writing. All notices, requests, demands, claims and other communications hereunder shall contain an address where replies or responses from the Club should be sent. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (a) if personally delivered to a current Club Officer or Board Member, when so delivered; (b) if mailed, five (5) Business Days after having been sent by first class, postage prepaid and addressed to the intended recipient as set forth below; (c) if given by email or other electronic delivery method, once such notice or other communication is transmitted to the email address specified below; provided that: the sender requests a delivery and read receipt or generates a transmission report showing successful completion of such transaction; and provided, further, that if such electronic communication is sent after 5:00 p.m. local time at the location of the receiving party, or is sent on a day other than a Business Day, such notice or communication shall be deemed given as of 9:00 a.m. local time at such location on the next succeeding Business Day; or (d) if sent through a nationally-recognized overnight delivery service that guarantees next day delivery, the Business Day following its delivery to such service in time for next day delivery, provided next day delivery service is specified.

If to the Club:

Marker Buoy Dive Club

PO Box 31163 Seattle, WA 98103

Email- info@markerbuoydiveclub.org

All replies to notices from the undersigned will be sent to the return address included in the letter or to the email from which the notice was sent.

The exclusive venue for any suits brought by the parties under this Agreement by me or my estate and those claimants, heirs, and devisees who claim through the my estate resulting from the my participation in any and all Club sponsored activities shall be The Superior Court of the State of Washington located in King County Washington, and I irrevocably submit to the jurisdiction thereof in connection with any such claim.

The parties agree that signatures transmitted and received via email or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against all parties. The parties agree that an electronic version of this agreement showing signatures shall be considered as an original.

I acknowledge and agree that I have had an opportunity to review this Agreement and have had the opportunity to have this Agreement reviewed legal counsel and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement.

No inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion of this Agreement.

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I certify that there are no promises or assurances or other terms pertaining to this Agreement except as expressed herein. I further certify that I have read this Agreement carefully, I understand its terms and their legal significance, and I have signed this Agreement freely and voluntarily without any assurance or guarantee, and that my signature is to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER AND RELEASE OF LIABILITY FOR NON-CLUB MEMBERS BY READING IT BEFORE I SIGN IT. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND HAVE EITHER HAD THE OPPORTUNITY TO DISCUSS THE SAME WITH AN ATTORNEY OR HAVE VOLUNTARILY WAIVED THE RIGHT TO DO SO.

Signature

Date

(If you are under the age of 18, your parent must also sign this Waiver

I am the parent of _____. I certify that my minor child is a certified SCUBA diver. I have read the foregoing Waiver and Release of Liability for Non-Club Members. I understand the contents of said document. I further warrant that I am a current Marker Buoy Club member in good standing and I will dive with my minor child and take all legal responsibility for my minor child. I further understand that I am signing the Waiver and Release of Liability for Non-Club Members on behalf of my minor child and that I have either had the opportunity to discuss the same with an attorney or have voluntarily waived the right to do so.

Signature of Parent

Date

Printed Name: _____