

# LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT



Please read this agreement carefully and fill in all blanks before signing. Ontario Underwater Council (OUC) recommends that all Club Members complete and sign a Liability Release and Assumption of Risk Agreement annually on joining or on membership renewal relative to any Club and OUC sanctioned activities they may be participating in.

If an OUC Member Club chooses to use an agreement other than this one, then the other agreement must explicitly state that *the Ontario Underwater Council, its member clubs, its members including but not limited to officers and directors, agents, contractors, employees, or assigns, volunteers, participants including other divers, instructors, dive masters, and rescue divers* are included in "Released Parties".

I, \_\_\_\_\_, hereby affirm that I understand that as a member of an Ontario Underwater Council Insured Member Club that I may be participating in a range of Club-and-OUC-sanctioned scuba diving, training, and non-diving activities (hereinafter referred to as "sanctioned activities" during the course of my membership. I also understand and agree:

1. that such participation involves certain risks which could result in consequences including property damage, personal injury, and death.
2. that I am responsible for educating myself in all applicable risks before participating and for managing / mitigating those risks accordingly.
3. that I can significantly mitigate the risks associated with scuba diving activities by:
  - a. diving within the limits of my certification, knowledge, experience, and comfort zones
  - b. diving within my physical and mental health and fitness levels, and
  - c. diving with properly-functioning scuba equipment that has been maintained in accordance with manufacturer recommendations.
4. that scuba diving involves breathing compressed air which involves specific risks including but not limited to potential decompression sickness and/or embolism and /or other hyperbaric / air expansion injuries that may require treatment in a recompression chamber. I further understand that scuba diving activities may take place at sites that are remote, either by time, distance, or both, from such recompression chambers. And I understand and assume the risks of scuba diving in spite of the possible absence of a recompression chamber in proximity to my dive site.
5. that scuba diving can be physically strenuous and that I may exert myself while participating in these activities, and that if I am injured as a consequence of heart attack, panic, hyperventilation, drowning or any other causes, that I expressly assume all risks and will not hold the Released Parties responsible.
6. that the only way I can completely eliminate all risks related to participating in sanctioned activities is to choose not to participate in them, which I understand I am free to do at any time and for any or no reason.

I understand and agree that relative to the risks associated with participating in sanctioned activities that OUC maintains a Liability Insurance Policy (hereinafter referred to as "policy") for its Member Clubs, and that this policy has specific requirements (see OUC's "[Club Insurance Requirements and Risk Management Document](#)" in the Club Membership section of OUC's website) which I must meet in order for coverage to apply.

I further understand and agree that if at any time I do not meet all applicable requirements that I will not be covered by the policy.

In consideration of being allowed to participate in OUC and Member Club sanctioned activities I hereby expressly assume all risks whether foreseen or unforeseen that may befall me as a result of doing so.

I also understand and agree that neither OUC, its Member Clubs, nor its members including but not limited to officers and directors, agents, contractors, employees, or assigns, volunteers, participants including other divers, instructors, dive masters, and rescue divers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in these sanctioned activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further release, exempt and hold harmless all Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in these sanctioned activities.

I further state that I am of lawful age and legally competent to sign this liability release and if I am not that I have acquired the written consent of my parent or guardian who is of lawful age and legally competent to sign this liability release. I understand the terms herein are contractually binding and not a mere recital and that I have signed this Agreement of my own free will and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid that that provision shall be severed from this Agreement and that the remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE ONTARIO UNDERWATER COUNCIL, THE MEMBER CLUB THROUGH WHICH I DIVE, \_\_\_\_\_ AND ALL RELATED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

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

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

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

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

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