



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY!

I, the undersigned, hereby affirm that I am aware that any activities I partake in through The Dive Academy include inherent risks which may result in serious bodily injury or death.

In consideration of the Dive Academy permitting me to use its facilities and/or participate in any scuba training, dive-related activities, or excursions ("the Activities"), I agree to be bound by this Agreement and personally assume all risks, whether foreseen or unforeseen, that may befall me while I am a participant of the Activities. I understand that this Agreement is between The Dive Academy and myself, my family, my estate heirs and/or anyone who may have a claim on my behalf.

ASSUMPTION OF RISKS

I understand and agree that I am responsible for my own safety and well-being during my participation in all Activities with The Dive Academy. I further acknowledge that I am physically, mentally and medically fit to participate in the Activities. I am solely responsible for the equipment I use during my participation in the Activities, and any necessary configuration, assembly, or pre-dive inspection. I will not dive in conditions or at times that are not within my abilities, training, and comfort level, and agree to immediately notify my dive leader if I am injured or do not feel well. I will not hold The Dive Academy, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "**Releasees**") responsible for failure to protect my wellbeing, ensure my proper use of equipment, or conduct my dive activities.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Releasees, on account of injury, death, or property damage arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of the Releasees, breach of contract, or breach of any statutory or other duty of care owing under occupiers' liability legislation or otherwise. I covenant not to make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE DIVE ACADEMY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

The Dive Academy
1380 Speers Road, Unit 10, Oakville, Ontario, L6L 5V3
Phone (905) 847-9595 Fax (905) 847-2899
www.thediveacademy.ca



I affirm that all personal information I have provided to The Dive Academy is truthful and accurate to the best of my knowledge and agree that I will not hold the Releasees responsible or liable for any injuries, illness, or death caused by my failure to disclose a known medical condition.

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 agree that it is my responsibility to inform my family and all those who may have legal rights on my behalf that I have entered into this Agreement and that it is my intent that they be bound by this Agreement. I agree that me or my estate shall be fully liable for the cost to the Releasees for any claim brought on my behalf as a result of my participation in the Activities.

This Agreement constitutes the entire agreement of The Dive Academy and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and The Dive Academy and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE DIVE ACADEMY AND THE RELEASEES.

PARTICIPANT:

Signature

Print Name

Address

Date

I am the parent or legal guardian of the minor participant named in the left column. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Liability Release and Assumption of Risk Agreement.

Signature

Print Name

Address

Date

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