



# Liability Release and Assumption of Risk Agreement

## Please read carefully and fill in all the blanks before signing.

I \_\_\_\_\_, hereby affirm that I am voluntarily engaging in the recreational activities planned for the trip to \_\_\_\_\_ (*Month / Start date – stop date / Year*), which activities may include, but not limited to: scuba diving, snorkeling, free-diving, boating, swimming and any other activities that are made possible because of this charter. If I engage in scuba diving, I affirm that I am a certified diver or a student under the control and supervision of a certified scuba instructor, and that I am aware that planned water activities such as skin and scuba diving have inherent risks that may result in serious injury or death. I certify that I am fully aware and expressly assume all risks that may be associated with my involvement in: scuba diving, snorkeling, free-diving, boating, swimming and any other activities that are made possible because of this charter.

I understand and agree that neither **Venturetrek, Inc., PADI Inc.,** nor **Jim Consuegra** nor any of their affiliate or subsidiary corporations, nor the owners, officers, employees, agents, contractors, or assigns of the above listed entities (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for injury, death or damages to me, my family, estate, heirs or assigns that may occur as a result of my participation of this trip or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this Liability Release Agreement, or I have obtained written consent from my parent or guardian. I understand that terms herein are contractual and not a mere recital, and that I have signed this agreement of my own free act 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 provision shall be served from this agreement. The remainder of this agreement will then be construed as though the 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 that 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 ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR 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 SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

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

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

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

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



## LIABILITY RELEASE AND ASSUMPTION OF RISK EQUIPMENT RENTAL AGREEMENT

Name _____	Date Rented _____	Date Due _____
Address _____	Date Returned _____	Received By _____
_____	D/L No. _____	State _____
Phone Home (____) _____	Credit Card Number _____	Exp. Date _____
Phone Work (____) _____	_____	
Email Address _____	Signature* _____	
Local Address _____	*I authorize the Dive Center/Resort to charge my credit card the daily rate if equipment is not returned by due date	

Local Phone (____) _____	Certification # _____	Agency _____
Certification Level _____ Date _____	Date of last open water dive _____	

QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT	QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT
	Tank(s)						Mask				
	Regulator						Snorkel				
	w/SPG						Fins				
	w/console						Boots				
	w/computer						Gloves				
	BCD						Weight Belt				
	Exposure suit – one piece						w/weights		kg/lb		
	Jacket						Light				
	Farmer john						Camera				
	Hood						Other				
					SUBTOTAL _____ + TAX _____ = TOTAL _____						

<b>TOTAL DAYS</b>	<b>TOTAL PER DAY</b>	<b>TOTAL DUE</b>	RETURN DEPOSIT _____ <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH
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Equipment prepared by \_\_\_\_\_,  
(Dive Center/Resort Employee)

(Continue on reverse side)

**LIABILITY RELEASE AND ASSUMPTION OF RISK  
EQUIPMENT USE AGREEMENT**

THIS AGREEMENT is entered into between **Venturetrek, Inc. or the Georgia Institute of Technology**  
(Dive Center/Resort)

and \_\_\_\_\_, for the use of scuba and/or skin diving equipment.  
(Participant)

This AGREEMENT is a release of my rights to sue for injuries or death resulting from the rental and/or use of this equipment. I expressly assume all risks of skin and/or scuba diving related in any way to the acquisition and/or use of this equipment.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I acknowledge that the equipment is in good working condition and that I have examined the equipment to ensure that it is free from defects, including checking both the quality and quantity of gas in any scuba tank(s) rented.

I acknowledge that skin diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I also understand and agree that **Venturetrek, Inc. or the Georgia Institute of Technology**,  
(Dive Center/Resort)

and its employees, owners, officers, or agents (hereinafter "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I agree to reimburse the rightful owners for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment.

I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

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 understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable 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 estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, HAVE CAREFULLY READ AND  
(Renter)

UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR 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's Signature

\_\_\_\_\_  
Date (day/month/year)

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

\_\_\_\_\_  
Date (day/month/year)