UMB DIVING:

ASSUMPTION OF RISK, WAIVER AND RELEASE

*(Please read this statement carefully & initial each paragraph)*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned, in consideration of the University of Massachusetts Boston (UMass Boston) in providing me with the opportunity to engage in scientific diving activities under UMass Boston auspices do hereby affirm and acknowledge that:

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| 1. **I do hereby agree to assume all the risks and responsibilities surrounding my participation in Snorkeling, Skin and/or Scuba diving;** *(hereinafter referred to as “diving”)* for or with any educational activities, independent research or experience undertaken as an adjunct thereto.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I have been fully informed of the inherent hazards and risks associated with diving***;*that these risks can lead to severe injury and even loss of life.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I recognize and understand the dangers and hazards inherent diving to which I may be exposed to could include but are not limited to:** drowning, near-drowning, decompression sickness, ear and/or sinus barotrauma, marine life injuries and/or dysbaric osteonecrosis and other long-term effects, as yet poorly defined.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving with compressed air or oxygen enriched compressed air (nitrox) involves certain inherent risks including:** arterial gas embolism, oxygen toxicity, inert gas narcosis, or other barotrauma/hyperbaric injuries that can occur and may require treatment in a recompression chamber.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **My participation in diving is voluntary;** I have the right and responsibility to refrain from diving if I feel the activity or conditions are not safe, that my fitness is not adequate for the dive, or for any other reason. I understand I will not be penalized in my employment or academic record for any such refusal.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving can be physically strenuous and that I may be exerting myself during any diving activities** **and that if I am injured as a result of;** heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, near-drowning, etc. that I expressly assume the risk of said injuries.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I hereby consent and agree to assume the costs of any medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.**
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that there are also risks associated with travel to go diving;** including, but not limited to the possible injury or loss of life as a result of an accident in travel to and from dive sites and/or locations via any means of transportation such as boats or automobiles.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving operations may be conducted at a site that is remote either by time or distance and/or both, from that of a recompression chamber and/or competent medical assistance.** Nevertheless, I choose to proceed even in the absence of a readily accessible recompression chamber and/or competent medical assistance in proximity to the dive sites and/or locations.
2. **I give my permission for emergency first aid or other treatment in the field in the event I am non-responsive.** I understand that if an accident occurs, I could be non-responsive, and I consent to treatment deemed necessary. This includes, but is not limited to, administration of Oxygen or CPR by a trained provider.
 | \_\_\_\_\_\_\_\_\_\_*(Initial)*\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that my authorization for diving with UMass Boston is a privilege granted upon compliance with all UMass Boston requirements;** that I will follow the rules and precautions for conducting diving operations that are part of the requirements for my authorization to dive under UMass Boston auspices, as set forth in the UMass Boston Diving Safety Manual, as well as those procedures explained to me by the UMass Boston Diving Officer, a Lead Diver, and/or their agents.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that failure to comply with the procedures and precautions within the UMass Boston Diving Safety Manual may result in;** review, restriction, or revocation of my authorization to dive under UMass Boston auspices by the UMass Boston Diving Control Board.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that I may be required to either furnish my own equipment or I may rent and/or borrow equipment and that I am ultimately responsible for its operating condition and maintenance.** Furthermore I agree to inspect all of my equipment prior to any dive and that I may be required to show proof of purchase and/or regularly required service and maintenance of any equipment used for diving activities.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **RELEASE AND WAIVER OF LIABILITY:**
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| * 1. I do for myself, my heirs, executors, and administrators hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions, or cause of action on account of damage to personal property, or personal injury or death which may result from my participation, and with or without the fault or negligence of the University, its trustees, officers, employees, agents, volunteers, and assigns during the period of my participation as aforesaid;
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| * 1. I hereby assume any and all risks connected with my participation in this activity and I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions for property damage or personal injury or death which may result from my participation and with or without the fault or negligence of the University, the Commonwealth, its trustees, officers, employees, students, agents, volunteers, and assigns during the period of my participation.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **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**.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **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.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Name: *(please print)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Date of Birth: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Guardian Name: *(please print)(if diver is under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Contact Info: *(please print)*  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Guardian Signature:*(if diver is under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Contact Phone # |

*This release is to be continuing in nature and will apply to any injuries or death arising out of or related to any diving/snorkeling activities for* ***one full year from the above date***