



# GOTHAM DIVERS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, \_\_\_\_\_, hereby affirm that I am a certified SCUBA diver or a student diver under the control and supervision of a certified SCUBA instructor, and that I thoroughly understand the hazards of SCUBA diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion").

\_\_\_\_\_ I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, Oxygen toxicity, inert gas narcosis, embolism, barotrauma or other hyperbaric injuries that may require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and SCUBA dive(s), whether conducted as a recreational dive, technical dive or part of a diving class.

\_\_\_\_\_ I affirm I have been certified since \_\_\_\_\_, with a minimum of \_\_\_\_\_ dives, to a maximum depth of \_\_\_\_\_. I am certified at the level of: \_\_\_\_\_ by the following training organization(s): \_\_\_\_\_.

\_\_\_\_\_ I understand and agree that neither the divemaster/dive supervisor/instructor; nor the crew or owner of the vessel; nor the vessel itself; nor T&A Diving, Inc. dba Gotham Divers, nor its parent, affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ I affirm I am in good mental and physical fitness to SCUBA dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and SCUBA diving are physically strenuous activities and that I will be exerting myself during this Excursion, 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 understand it is my responsibility to plan my dive(s) allowing for any equipment, qualification, medical or other limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing.

\_\_\_\_\_ I affirm it is my responsibility to inspect all of my equipment prior to any dive and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained 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 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 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 have to sue the Released Parties resulting from my death or any other injury. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

\_\_\_\_\_ I am aware that safe dive practices suggest diving with a buddy. I recognize and accept the additional risk of injury or death potentially resulting from solo diving and accept that Gotham Divers neither condemns nor endorses such activity.

I, \_\_\_\_\_, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS 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 I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
**Participant's Signature** \_\_\_\_\_ **Date (Day/Month/Year)** \_\_\_\_\_ **Dive Insurance Policy Number:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Parent or Guardian (where applicable)** \_\_\_\_\_ **Date (Day/Month/Year)** \_\_\_\_\_

**GOTHAM DIVERS DISCLAIMER:**  
All gas orders and tank rentals are final! You are responsible for payment in full of your order, regardless of whether your dive gets canceled. There will be no refunds or credits for unused gas or tank rentals. All gas orders must be paid for in advance. THERE IS NO SUCH THING AS A "TOP-OFF". All gas orders will be charged the full price of the fill. Pumping high-pressure gas requires the use of a compressor/booster, uses additional electricity, causes extra wear and takes more time. Trimix orders placed with under 48 hours notice or Nitrox orders placed with under 24 hours notice may be subject to a surcharge. We will notify you of any surcharge when the order is placed. We reserve the right to refuse to fill any tank we deem unsuitable and you may be asked to provide your certification card to determine suitability of any requested gas mix. If your gear is out for service and was purchased from Gotham Divers, we will provide replacement gear free of charge, IF replacement gear is available, so that you don't miss a dive. If your gear was purchased elsewhere and is out for service, you must rent replacement gear in the interim. Replacement gear will not be provided free of charge if your gear was not purchased from Gotham Divers. Rental gear and tanks may be picked up from the Gotham Divers store up to one business day in advance of your dive. All rental gear and tanks must be returned to the Gotham Divers shop within one business day following your dive. Additional rental fees will be charged if rental gear is not returned within one business day following your dive. All charter bookings are final. Charter fees will be collected in full, regardless of whether you are able to make the trip. A charter deposit may be taken at the time of booking. You may not pass your spot on to anybody else. All gas orders, tank rentals, and charter fees must be paid IN CASH.