

Nautical Divers LLC – Released Party

William Hinton-Released Party

Liability Release and Assumption of Risk Agreement for Scuba Diving with Released Parties

**THIS IS A RELEASE OF YOUR RIGHTS TO SUE. READ IT CAREFULLY. FILL IN ALL
BLANKS, INITIAL EACH PARAGRAPH BEFORE SIGNING.**

I, _____, understand and agree that neither William Hinton, nor Nautical Divers LLC, nor any of their employees, officers, agents, successors, predecessors, heirs or assigns with whom I engage in recreational diving, boating, or other boating activities (including as a passenger on any vessel operated or owned by them) (collectively, “Diving Activity”) (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, illness, death or other damages which may be suffered by me or by my family, heirs or assigns, and that may occur as a result of my participation in this Diving Activity, as a result of the negligence of any party, including the Released Parties, whether passive or active. I, for myself, my heirs, executors, administrators, and legal representatives do hereby release, exempt, hold harmless, indemnify and covenant not to file any liability action, loss, claim, demand nor any cause of action in any way resulting from or arising out of or in association with my participation in this Diving Activity, whether arising from my negligence or the negligence of any of the Released Parties. I understand and agree that I am not only giving up my right to sue the Released Parties, but also any rights my heirs, executors, administrators, personal representatives, assigns, or beneficiaries may have to sue the Released Parties. I further represent that I have the authority to do so and that my heirs, executors, administrators, personal representatives, assigns, and beneficiaries will be prevented from claiming otherwise because of my representations to the Released Parties. _____ (initial)

I, _____, hereby affirm that I have been advised of the inherent hazards of scuba diving and engaging in such Diving Activity. Further, I understand that such Diving Activity involves certain inherent risks including, but not limited to, decompression sickness, embolism, oxygen toxicity, inert gas narcosis, injuries related to the weight or bulk of technical diving equipment, marine life injuries or barotraumas/hyperbaric injuries or death. I understand that scuba diving/snorkeling are physically strenuous activities and 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 whatsoever, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I acknowledge that if I am unsure of the health risks associated with the Diving Activity itself and activities associated with the Diving Activity, I should contact a physician of my choice before participating in these activities. I further affirm that I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear or circulatory afflictions or any other injuries or illnesses that occur while engaged in a Diving Activity or that may be related to

Diving Activity, whether they should occur before, during, or after any Diving Activity. I am also aware of the dangers of breath holding while scuba diving and I will not hold the Released Parties responsible if I am injured doing so. _____ (initial)

I affirm I am in good mental and physical fitness and am not under the influence of alcohol or any drugs that are contraindicated to engaging in Diving Activities. If I am taking medication, I affirm that I have seen a physician and have the physician's approval to engage in Diving Activities while using such medication/drugs. I understand that past or present medical conditions may be contraindicated to my participation in Diving Activities. I affirm that I am not currently suffering from a cold or congestion nor do I have an ear infection. I further affirm that I have no history of seizures, dizziness or fainting, or a history of a heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. _____. (initial)

I affirm that should I experience any change in my mental and physical fitness, medications, or other conditions that puts me at greater risk, I will refrain from engaging in Diving Activity.

I understand that I may be engaged in a Diving Activity with marine life. I understand and acknowledge that these are wild animals and their behavior cannot be predicted or controlled. I affirm that if I am injured by any such marine life, regardless of the cause, I will not hold the Released Parties responsible for any such injury or death. _____ (initial)

I will inspect all of my equipment prior to the activity and will notify the Released Parties or their employees/agents conducting the Diving Activity if any of the equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect equipment prior to the Diving Activity. I hereby represent that I will observe all applicable rules set forth by the Released Parties and that I will generally conduct myself in a safe and prudent manner. I understand that if I do not follow safety rules, the Released Parties have a right to suspend and/or terminate my participation in the Diving Activity immediately. _____ (initial)

I, _____, in consideration for being allowed to engage in this Diving Activity, hereby personally assume all risks in connection with this activity for any harm, illness, injury, or damage that may befall me, including my death, while I am engaged in any Diving Activity with Nautical Divers LLC, William Hinton and/or , and/or their agents, servants and employees, including all risks connected with this activity, whether foreseen or unforeseen, even if caused by the negligence of the Released Parties. _____ (initial)

I, _____, further save and hold harmless the Released Parties from any and all claims or any lawsuit by me, and my family, heirs, executors, administrators, personal representatives, assigns, or beneficiaries arising out of my participation in this activity, including claims whether arising before, during or after this activity, even if caused by the negligence of the Released Parties. _____ (initial)

I, _____, understand that the terms herein are contractual and are not a mere recital, and I have signed this document of my own free act and will. _____(initial)

I, _____, further state that I am of lawful age and legally competent to sign this liability release for the dive season of ____January 2025_____to _____December 2025_____. _____(initial)

I, _____ have read and agree to the PARTICIPANT'S AGREEMENT TO ARBITRATE ANY AND ALL DISPUTES AND COMPLETE WAIVER OF RIGHT TO SUE, CLASS CLAIMS, COLLECTIVE ACTION, AND ANY RIGHT TO A JURY TRIAL attached hereto as Schedule A and have executed same.

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. _____(initial)

**I HAVE READ AND FULLY INFORMED MYSELF OF THE CONTENTS OF THIS
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BEFORE SIGNING
IT. I HAVE FREELY EXECUTED THIS RELEASE.AND I AGREE TO BE LEGALLY
BOUND HEREBY.**

Participant Signature

Print Participant's Name

Date (day/month/year)

Print Participant's Spouse's Name

Date (day/month/year)

Parent/Guardian Signature

Print Parent/Guardian's Name

Date (day/month/year)

I, _____ , further state that I am already a certified diver and have been
truthful in stating my qualifications as a certified scuba diver, and have the following
certifications from the following training agencies:

Certification

Agency

Dated

I, _____, further state that I am aware of the required certification or equivalent experience for this activity and that I meet all requirements. I have been a certified scuba diver since _____ and have been diving for _____ years for a total of _____ dives to a maximum depth of _____ feet.

I fully informed myself of the contents of this liability release and express assumption of risk agreement by reading it before I signed it. I understand this liability release and assumption of risk agreement expresses the complete and whole agreement between me and the Released Parties as it relates to the issues set forth herein.

SIGNATURE: _____

Diver Name

Dive Season (e.g. January 2025 - December 2025)

Diver's Spouse

DATED: _____

Emergency Phone#: _____

DAN Insurance (Divers Accident Network) # _____

SCHEDULE A

PARTICIPANT'S AGREEMENT TO ARBITRATE ANY AND ALL DISPUTES AND COMPLETE WAIVER OF RIGHT TO SUE, CLASS CLAIMS, COLLECTIVE ACTION, AND ANY RIGHT TO A JURY TRIAL

I _____ ("Participant") agree that all claims, controversies, or other disputes between me and William Hinton, nor **Nautical Divers LLC**, nor any of their employees, officers, agents, successors, predecessors, heirs or assigns jointly and severally ("**Nautical Divers**"), that could otherwise be resolved by a court, including disputes arising from any contract, common law right, or statute, shall be resolved through binding arbitration between **Nautical Divers** and Participant before the American Arbitration Association or any other alternate arbitration programs agreed upon in writing by **NAUTICAL DIVERS** and Participant.

**PARTICIPANT EXPRESSLY WAIVES ANY RIGHT TO RESOLVE ANY DISPUTE
PARTICIPANT MAY HAVE WITH THE RV PARTIES THROUGH ANY OTHER MEANS AND
PARTICIPANT WILL NOT BE ABLE TO SUE THE PARTIES IN ANY COURT.**

**PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS WAIVER INCLUDES
ANY RIGHT PARTICIPANT MAY OTHERWISE HAVE TO HAVE PARTICIPANT'S CLAIMS
HEARD BY A JURY.** The claims of Participant that are subject to arbitration include, but are not limited to, all common law claims, including, without limitation, claims for breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, emotional distress, and any other common law claims under the laws of any jurisdiction. It is the Participant's and **Nautical Divers**' intention that the language relating to the description of claims shall be accorded the broadest possible interpretation.

CLASS AND COLLECTIVE ACTION WAIVER

Participant and **NAUTICAL DIVERS** expressly intend and agree that:

- (a) class action and collective action procedures shall not be asserted, and will not apply, in any arbitration under this Agreement;
- (b) each will not assert class or collective action claims against the other in arbitration, court, or any other forum;
- (c) each shall only submit their own, individual claims in arbitration and shall not bring claims against the other in any representative capacity on behalf of any other individual; and
- (d) any claims by the Participant will not be joined, consolidated, or heard together with claims of any other current or former participants in any activities of **NAUTICAL DIVERS**.

Notwithstanding anything to the contrary in the American Arbitration Association's rules, and the general grant of authority to the arbitrator of the power to determine issues of arbitrability, the arbitrator shall have no jurisdiction or authority to compel any class or collective claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between **NAUTICAL DIVERS** and Participant.

By initialing here, Participant acknowledges [he/she] has read this provision and agrees with the class and collective action waiver in it. _____ [initial]

The arbitration shall be administered by the American Arbitration Association and held in Jacksonville, Florida before a single arbitrator, in accordance with the American Arbitration Association rules in effect at the time the arbitration is commenced. A copy of the current version of the American Arbitration Association rules are available online at [/https://www.adr.org/sites/default/files/Consumer_Rules_Web_2.pdf](https://www.adr.org/sites/default/files/Consumer_Rules_Web_2.pdf). Participant may call the American Arbitration Association at 800-778-7879 if Participant has any questions about the arbitration process.

Any dispute for \$200,000 or less shall be decided by one arbitrator, whereas any controversy involving more than \$200,000 shall be decided by a three-arbitrator panel. The decision of the arbitrator(s) shall be specifically limited to the matter submitted to the arbitrator(s). The parties' intent is for the cost of the arbitration (including administration and arbitrator fees) to be shared equally to the extent permitted by law. However, the portion of the cost to be paid by Participant shall be adjusted to the extent, if any, necessary for the parties' agreement to arbitrate to be enforced in accordance with applicable law. Any cancellation fee shall be paid by the party canceling the arbitration. Unless otherwise prohibited by law or otherwise impairing the enforceability of this agreement to arbitration, each party shall bear its own fees and costs, meaning, among other things, the fees, costs, and expenses of any party's attorney, witnesses, representatives or attendees shall be borne by the party requesting their attendance.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THEIR TERMS. I ACKNOWLEDGE THAT I HAVE AGREED TO WAIVE ANY RIGHT I MAY HAVE TO HAVE A DISPUTE BETWEEN MYSELF AND THE RV PARTIES DETERMINED BY A COURT OF LAW AND/OR BY A JURY AND THAT ALL SUCH DISPUTES SHALL BE RESOLVED THROUGH ARBITRATION.

Participant Name

Signature

Date