

UNIVERSITY OF RHODE ISLAND
DIVING RESEARCH & SAFETY PROGRAM

WAIVER/RELEASE AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY and INITIAL NEXT TO EACH PARAGRAPH ON THE LINES PROVIDED. AFTER YOU HAVE CAREFULLY READ and UNDERSTAND THIS DOCUMENT, PLEASE SIGN BELOW. IF YOU HAVE ANY QUESTIONS or CONCERNS RELATIVE TO ANYTHING ON THIS DOCUMENT, PLEASE DISCUSS IT WITH THE DIVING SAFETY OFFICER BEFORE YOU FULLY SIGN and EXECUTE THIS DOCUMENT.

The undersigned hereby holds harmless and releases and forever discharges, the University of Rhode Island, its Board of Trustees and the State of Rhode Island including officers, assistants, employees, agents, assigns, successors, heirs, representatives, or executors and administrators thereof, or any other person(s) acting on behalf of or in the name of the University of Rhode Island ("hereinafter referred to as "Released Parties") from any and all losses, liabilities, claims or demands of any kind (including without limitation workers compensation, personal and bodily injury, including death, and property damage), which the undersigned or his or her legal representatives, has or may in the future have, whether known or unknown, arising out of the his/her participation in the URI Dive Training Program (the "Diving Classes or Activity"). This Release is binding on the participant's legal representatives, heirs and assigns. Each person signing this Release acknowledges they will assume the risk of the participant attending and/or participating in the named activity.

_____ I hereby acknowledge and affirm that I have been advised and thoroughly informed of the inherent hazards and risks of scuba diving activities and that I am voluntarily participating in these activities with knowledge of the danger involved. By my initials, I hereby agree to accept and assume any and all risks of injury or death.

_____ I understand that diving with compressed air, oxygen enriched air (nitrox), or mixed-gases involves certain inherent risks including decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries or other barotrauma/hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open water dives, which are necessary for training and certification and/or research, may be conducted at a site that is remote, either by time of distance or both, from such a recompression chamber. By my initials, I hereby choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

_____ I understand and agree that neither my Instructor(s), the facility through which I received my Instruction, or any "Released Parties" may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Diving Classes or Research Activity, unless caused solely by the gross negligence or intentional act or omission of the Released Parties. By my initials, I hereby acknowledge my understanding of this release.

_____ In consideration of being allowed to participate in the Diving Classes or Research Activity, I hereby personally assume all risks of any harm, injury, or damage that may befall me while I am enrolled as a student/trainee or active research diver, including all risks connected therewith, whether foreseen or unforeseen. By my initials, I hereby agree to accept any and all risks of injury or death.

_____ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my enrollment and participation in the Diving Classes or Research Activity including both claims arising during the course or after I receive my certification even if such claims may be groundless, false or fraudulent. By my initials, I hereby acknowledge my understanding of this release.

_____ I also understand that diving activities are physically strenuous and that I will be exerting myself during the Diving Classes or Research Activity, and that if I am injured as a result of heart attack, panic, hyperventilation, underlying medical illness (e.g. covid), oxygen toxicity, inert gas narcosis, drowning, other contraindications to diving, etc. that I expressly assume the risk of said injuries and except as otherwise provided herein, that I will not hold the above listed "Released Parties" for the same, and I agree to defend, indemnify, and hold harmless the Released Parties for any such injuries incurred by me. By my initials, I hereby acknowledge my understanding of this release.

_____ By my initials, I understand that these activities may place me in deeper water than I am able to safely execute a free (without breathing gas) ascent from.

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_____ By my initials, I understand that I may be required to furnish my own equipment and that I am responsible for its operating condition and maintenance per manufacturer standards.

_____ By my initials, I freely assume and acknowledge it is my responsibility to obtain transportation to and from the event and assume any risk associated with or arising out of such personal means of transportation, including vessels and tenders.

_____ By my initials, 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.

_____ By my initials, 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.

IT IS MY INTENTION BY THIS AGREEMENT TO EXEMPT AND RELEASE MY INSTRUCTOR(S), , THE UNIVERSITY OF RHODE ISLAND, ITS BOARD OF TRUSTEES, THE STATE OF RHODE ISLAND INCLUDING THEIR OFFICERS, ASSISTANTS, EMPLOYEES, AGENTS, ASSIGNS, SUCCESSORS, HEIRS, REPRESENTATIVES, OR EXECUTORS AND ADMINISTRATORS THEREOF, OR ANY OTHER PERSON(S) ACTING ON BEHALF OF OR IN THE NAME OF THE UNIVERSITY OF RHODE ISLAND, , FROM ALL LIABILITY OF RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DIVING CLASSES OR RESEARCH ACTIVITY. UNLESS CAUSED SOLELY BY THEIR GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THE LIABILITY WAIVER/RELEASE AND INDEMNITY AGREEMENT AND ASSUMPTION OF RISK BY READING IT AND ASKING- AND RECEIVING ANSWERS TO- ANY QUESTIONS I MIGHT HAVE PRIOR TO SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

If a participant is under 18 years old, this Release must be signed by the participant's parent or legal guardian. (SEE BELOW)

Printed Name of Participant _____ Address _____ Date _____

Signature: _____ Phone: _____ Email Address: _____

Witness: _____ Date: _____

Parent or Legal Guardian*: If under 18, Parent or Legal Guardian Information Required:

Printed Name of Parent/Legal Guardian _____ Address _____ Date _____

Signature: _____ Phone: _____ Email Address: _____

Witness: _____ Date: _____

*Note: A legal guardian must be appointed or approved by a court. For example, a camp counselor or school chaperone is not a legal guardian for children under his or her supervision.