



NARRAGANSETT BAY CAMPUS/RESEARCH DIVING 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 Rhode Island Board of Education, Council of Post-Secondary Education, the University of Rhode Island, and the State of Rhode Island, 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, The RI Board of Education, and the State 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 or oxygen enriched air (nitrox) 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, 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 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 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, 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 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 Activity, and that if I am injured as a result of heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, drowning, 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.

\*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.