STRAITS SCUBA CENTER – Registration Form

Name:_____

Address _____ **City**_____ **State** ____ **Zip**_____

Phone ___ ___ ____ **Cell Phone** ___ ___ ____ **E Mail** _____

Liability Release and Assumption of Risk Agreement

I, (print name) _____ , desire to charter dive boat service from **Straits Scuba Center** of St Ignace, Michigan ("Straits Scuba"). I give this Liability Release and Assumption of Risk ("Agreement") for and in consideration of the agreement of Straits Scuba to provide such service. I understand that the sole service to be provided by Straits Scuba is my transport to and from the dive sites and acknowledge that Straits Scuba is making no other promise to me nor is it undertaking any other obligation. In the event any charter dive boat service is provided to me on multiple days, it is my intention and agreement that the terms and conditions of this Agreement shall apply to each subsequent day of diving whether or not a new Agreement is signed by me.

I understand and agree that Straits Scuba, its owners, employees, officers, agents, contractors (including boat captains) or assigns ("Released Parties") shall not be held liable or responsible in any way for injury, property damage, wrongful, or other damage to me, my property, my family, estate, heirs, or assigns that may occur as a result of my participation in diving activities undertaken by me while chartering dive boat service from Straits Scuba or as a result of the negligence of any party, including the Released Parties, whether passive or active and including product liability. I hereby personally assume all risks from my diving activities in connection with such charter service, whether foreseen or unforeseen, that may befall me or my property while chartering such dive boat service and release, exempt and hold harmless the Released Parties from any claim or lawsuit whatsoever by me , my family, estate heirs or assigns regarding such matters.

I understand that hazards exist during boat travel to and from sites. Those hazards include, but are not limited to, slipping or falling while on board, being cut or struck by the boat while in the water, getting on or off the boat and other perils of the sea. If injury or damage results to me or my property as a result of such hazards, I expressly assume the risk of such injury or damage and I will not hold the Released Parties responsible for the same.

I hereby affirm that I am aware that scuba diving has inherent risks that may result in serious injury or death. I represent and warrant that I have training and certification in scuba diving from an agency providing such certification and have received instruction regarding such risks as a part of that training. I have received a copy of PADI Standard Safe Diving Practices Statement of Understanding, have read it, and agree to abide by it.

I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during activities. By way of illustration and without limitation, if I am injured as a result of an air expansion injury, decompression sickness, heart attack, panic, hyperventilation, drowning or any other cause whatsoever, I expressly assume the risk of such injuries and I will not hold the Released Parties responsible for the same.

I also understand that diving with compressed air involves certain risks that may require medical care and/or treatment in a recompression chamber including, but not limited to, decompression sickness, embolism or other hyperbaric injury. I further understand that diving in open water from a dive boat may occur at a site that is remote, either by time or distance or both, from immediate medical care or such recompression chamber. Notwithstanding these facts, I choose to proceed with dives chartered through Straits Scuba in spite of the absence of immediate medical care or a recompression chamber in close proximity to any particular dive site.

I acknowledge that I have selected, maintained and provided my own diving equipment and that the Released Parties have not provided any diving equipment to me nor have they participated in the selection or maintenance of such equipment. I expressly assume responsibility for all such matters and I will not hold the Released Parties responsible for the same.

I am aware that Michigan law prohibits all persons from removing artifacts from certain of the bottomlands of the Great Lakes. I agree to abide by such law and agree not to remove any artifacts whether protected by law or not. I further agree that the removal of any artifact or any violation of such law by me shall result in the immediate termination of my participation in any charter dive boat service provided by Straits Scuba. In such case, I will remain responsible for payment of the full charge for the dive boat charter. Further, I shall indemnify and hold harmless the Released Parties from any claim or liability that may accrue to them as a result of my violation of the law.

This Agreement is made in the State of Michigan and shall be construed in accord with the laws of the State of Michigan. In the event any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement and the remainder shall be construed as though the unenforceable portion provision had never been contained herein.

In the event any dispute arises concerning the terms of this Agreement, the matters released or held harmless herein, or any other dispute of any kind between my self and the Released Parties arising from the rendition of charter dive boat service or my diving activities, all such disputes shall be subject to binding arbitration in accord with the rules and procedures of the American Arbitration Association. Each of the parties shall bear his/her/its own respective costs incurred in such Arbitration. If any matter of dispute is found not to be subject to Arbitration, I expressly waive my right to trial by jury of any such and agree that the exclusive jurisdiction, venue and forum for such claim shall be in the courts of the State of Michigan for Mackinac County, Michigan and I consent to personal jurisdiction therein.

I further state that I am of lawful age and am legally competent to sign this release, or that I have acquired the written consent of my parent or guardian.

IT IS MY EXPRESS INTENTION BY THIS AGREEMENT TO EXEMPT AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH TO MYSELF OR MY PROPERTY HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE AND INCLUDING PRODUCT LIABILITY.

I understand that the terms contained herein are contractual and not a mere recital, that I am waiving certain of my legal rights and that I HAVE READ THIS RELEASE AND AGREEMENT BEFORE SIGNING IT.

_____	_____
Date	Participant Signature
	_____
	Print Name
_____	_____
Date	Parent or Guardian Signature

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