



Canadian Association of Freediving and Apnea LIABILITY RELEASE & ASSUMPTION OF RISK

READ CAREFULLY

Please read this document carefully because signing it indicates you are waiving certain legal rights. If you have any questions, ask any member of the support staff, or an attorney, before initialing a paragraph to signify your understanding. Print when filling in the blanks and initial each paragraph before signing your name at the end of this waiver.

I, _____ (Print name clearly) hereby affirm that I have been thoroughly informed of the risk involved with any free diving/breath-hold diving activity.

____ I understand that free diving/breath-holding underwater may involve inherent risks, including but not limited to hypoxia, marine life injuries, barotrauma, shallow water blackout, drowning or hyperbaric accidents. Treatment of a free diving/breath-hold diving accident victim with these or other injuries may require immediate medical attention and/or hyperbaric oxygen therapy. I understand that the training dives for this free dive/breath-hold dive may be at a location that is remote, either by time, distance or both, from a hospital and/or a recompression chamber. I still choose to proceed with my free dive/breath-hold dive in spite of the increased risk to me because a hospital or recompression chamber is not close by in the event I am injured.

____ I specifically understand that the risk of shallow water blackout is inherent to free diving/breath hold diving activities, and that I still intend to participate in free diving/breath-hold diving. I agree that I will not free dive/breath-hold dive alone; I will always free dive with a qualified surface support free diver with me at all times.

____ I understand and agree that neither **Canadian Association of Freediving and Apnea (CAFA)**, its **Directors, employees, volunteers,** the **Association for the International Development of Apnea (AIDA)**, nor **Performance Freediving, Pacific Pro-Dive, Amphibico Inc, Nuytco Research Ltd, Can Dive** nor the **University of British Columbia** nor any of their respective officers, agents and employees or volunteers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to myself, my family, heirs or assigns that may occur as a result of my participation in this free dive/breath-hold dive or as a result of the negligence of any party, including the Released Parties, whether passive or active.

____ In consideration of being allowed to participate in this free dive/breath-hold dive training/competition, I hereby personally assume all risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in this free dive/breath-hold dive, including all risks connected therewith, whether foreseen or unforeseen.

____ I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in this free dive/breath-hold dive, including any and all claims arising during my practicing and any arising during or after I complete the free dive/breath-hold dives.

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READ CAREFULLY

____ I understand that any diving activities are physically strenuous and that I will be exerting myself during this free dive/breath-hold dive, and I expressly assume the risk of any and all injuries, and I will not hold the Released parties responsible if I am injured as a result of heart attack, panic, hypoxia, hyperventilation, oxygen toxicity, decompression illness, gas embolism, drowning or any other cause of injury or death not specifically stated herein.

____ I release and grant full and unencumbered rights to the released parties the use of my filmed/videotaped/recorded image including any edited, revised or modified versions thereof, as well as my name, voice and/or likeness, for purposes of promotion, advertising, training materials and trade in any and all media anywhere in the world at any time without limitation.

____ I am aware of the prerequisite skill level and/or equivalent diving experience necessary to participate in this free dive/breath-hold dive, and I stipulate that I meet these requirements.

____ I understand that I am responsible for supplying my free diver/breath-hold diving equipment in proper operating condition, regardless of where I obtained it or from whom.

____ I understand that all the terms herein are contractual, they are not a mere recital, and my signing this document is done of my own free act and in so doing, I waive my legal rights to sue.

____ I state that I am of lawful age and legally competent to sign this liability release, or that I have the written consent of my parent or legal guardian to engage in this free dive/breath-hold dive under the conditions of this waiver as stipulated by their signature below.

It is the intention of _____ (print name) by this written document to exempt and release all of the Released Parties as defined herein, from all liability whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the Released parties, whether passive or active.

____ I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature _____ Date _____

Signature of Parent or Guardian (if under 18 years of age) _____ Date _____

Address _____ Phone _____

Witness _____ Date _____