



RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

FIRST NAME

LAST NAME

THIS IS AN IMPORTANT AGREEMENT, PLEASE READ IT CAREFULLY BEFORE SIGNING.

I hereby affirm that I am aware that freediving and scuba diving ("activities covered by this Release") are inherently dangerous activities that can cause permanent injury or death, even when done properly, cautiously and safely.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism, oxygen toxicity, inert gas narcosis or other hyperbaric/air expansion injuries that require treatment in a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible unavailability of a recompression chamber in proximity to the location in which I shall carry out the activities covered by this Release, the Deep Dive Dubai diving pool.

In consideration of the services of Deep Dive Dubai LLC and/or any of its affiliates and/or subsidiary entities, their agents, owners, officers, volunteers, employees, participants, contractors, subcontractors, service providers, designees, instructors, and all other persons acting in any capacity on their behalf, the manufacturers of equipment utilised for the activities covered by this Release, and any other landowners, property owners, tenants and sponsors connected with the activities covered by this Release (hereinafter collectively referred to as "Deep Dive Dubai"), on behalf of myself, my family, representatives, estate, heirs, assigns, successors and executors, I hereby unconditionally agree as follows:

1. RELEASE OF LIABILITY

I hereby fully RELEASE AND DISCHARGE my instructor(s), Deep Dive Dubai LLC, the from any liability, claims, demands or causes of action whatsoever arising out of any damage, loss or injury or damages (whether bodily or emotional), or my property, or my disfigurement, paralysis or death, while preparing to participate and/or participating in any of the activities covered by this Release, whether resulting from the negligence or other fault, act or omission, either active or passive, direct or indirect, of any party, including Deep Dive Dubai, or from any other cause. Should I observe any significant hazards during my presence or participation in the activities covered by this Release, I will remove myself from the activity and notify the nearest official immediately.

(____) [Please initial when read, acknowledged and agreed.]

2. ASSUMPTION OF RISK

I understand, acknowledge and accept that my participation in the activities covered by this Release entails certain known and unanticipated risks and dangers that cannot be foreseen. I understand that these risks include, but are not limited to: equipment malfunction or failure to function; defective or negligent design or manufacture of equipment; improper or negligent operation, maintenance or use of equipment; carelessness or negligence of instructors and equipment operators; falling on or being impacted by other participants; slippery or wet equipment; impacting the ground and/or apparatus and/or pool props and/or associated mechanical structures; displaced safety equipment; general slips/trips/falls or painful crashes while using any of the equipment or the premises at large; operating out of control or beyond my or another participants' limits; the negligence of other visitors who may be present; participants giving or following inappropriate advice; and my own negligence or inexperience. I voluntarily, freely, expressly and unconditionally choose to assume all of the risks associated with the activities covered by this Release, including but not limited to, all risks set out in this paragraph, and expressly understand that those risks may include bodily, emotional, mental, and personal injury, illness, heart attack, panic, hyperventilation, drowning, shallow water blackout or other forms of unconscious response, fatigue, exhaustion, decompression sickness, embolism, oxygen toxicity, narcosis induced disorientation, hyperbaric/air expansion injury, ear/ear drum injury/rupture as well related barotrauma injuries, sinus injury, damage, loss, damage to property, disability, disfigurement, paralysis or death to myself or to third parties. I understand all time spent in an underwater dry habitat is under pressure and is the same as time spent underwater. I understand that diving within an overhead area prevents my direct ascent to the surface and that I undertake such risks voluntarily and on my own volition. I understand that different breathing gasses have different depth limits and that I will be fully informed and trained before undertaking use of any breathing gas and that I will personally analyze these gasses and honor all depth limits therein associated. I voluntarily and freely choose to assume such risks and take all responsibility in respect of such risks, whether or not described above, no matter what the circumstances of the accident and/or injury.

(____) [Please initial when read, acknowledged and agreed.]

3. AGREEMENT NOT TO SUE

I agree never, at any time now or in the future, to institute any lawsuit or cause of action against Deep Dive Dubai or anyone else claiming on my behalf, or initiate or to assist in the prosecution of any claim for damages in respect of injury to person or property, or my death, or any other loss or damage howsoever occasioned arising from the activities covered by this Release, whether caused by the act, omission, negligence or fault, active or passive, direct or indirect or from any other cause, in any jurisdiction including without limitation any court in Dubai or United Arab Emirates.

(____) [Please initial when read, acknowledged and agreed.]

4. PHYSICAL CONDITION

I confirm that I have read, understood and completed the Medical Statement to the best of my knowledge. I certify that I am fully aware of my own physical limitations and have not been advised by a qualified medical professional not to participate in the activities covered by this Release and/or activities of a similar nature. I warrant that I do not suffer from any medical condition(s) or health-related problem(s) that preclude participation in the activities covered by this Release or which may result in me potentially being in a position of risk. I have not taken any alcoholic beverages, drugs, medicines or substances within the last 12 (twelve) hours which may impair my motor and visual skill, or cause any other impairment. I will avoid traveling to a high altitude for at least 24 (twenty-four) hours after participating in the activities covered by this Release, including avoiding sky diving, undertaking air travel and/or ascending to a high altitude floor of a high-rise building. I confirm that I am physically fit and capable of undertaking the activities covered by this Release. Deep Dive Dubai will not make an evaluation or recommendation as to my physical limitations, and I will not construe any statement or action by Deep Dive Dubai as an evaluation of, or a recommendation as to, my physical limitations, with respect to whether I am physically fit to participate in the activities covered in this Release. I agree to abide by the decision of Deep Dive Dubai's official or agent regarding my participation in the activities covered by this Release. It is my responsibility to immediately advise a member of staff of any condition that may occur to me and that I will immediately cease further participation in the activity. I irrevocably authorize that efforts be made to secure medical treatment for me and consent to all medical treatments and invasive procedures necessary or convenient in order to cure, stabilize or protect my life and wellbeing. I personally guarantee the payment of any cost or expense related to my medical treatment and/or the medical treatment of any person injured as a result of my participation in the activities covered by this Release.

(____) [Please initial when read, acknowledged and agreed.]

5. WAIVER OF CLAIMS AND INDEMNITY

I understand that by signing this Release, I voluntarily release, forever discharge and agree to indemnify and hold harmless Deep Dive Dubai from and against any and all liabilities, claims, losses, demands, or causes of action, or proceedings of any kind and character, which are in any way connected with my participation in the activities covered by this Release, including such claims that allege negligent acts or omissions of Deep Dive Dubai. Should Deep Dive Dubai or anyone acting on their behalf, be required to incur attorney's costs and fees to enforce this Release, I agree to indemnify and hold harmless for all such fees and costs. I additionally agree to indemnify Deep Dive Dubai against any legal cost, medical cost and any other expense arising from any and all injuries, liabilities or damages from my participation in the activities covered by this Release.

(____) [Please initial when read, acknowledged and agreed.]

6. WAIVER OF RIGHTS

I understand that by signing this Release, I am giving up important legal rights, and it is my intent to do so and I do so of my own free will and with full acknowledgement of, and agreement to, the terms and conditions in this Release.

(____) [Please initial when read, acknowledged and agreed.]

7. TRAINING

I understand that prior to participating in the activities covered by this Release, I shall receive a safety briefing. I warrant the thoroughness and completeness of any training and/or briefing I receive by voluntarily participating in the activities covered by this Release. I agree not to manipulate or interfere in any way with the infrastructure or equipment used in the activities covered by this Release including, but not limited to, underwater cameras, speakers and lighting systems, cabling and related fixtures, pool equipment, mechanical infrastructure, underwater habitats at 21m and 6m, and inappropriate disassembly of diving equipment, and I shall obey the instructions and safety warnings issued by Deep Dive Dubai at all times.

(____) [Please initial when read, acknowledged and agreed.]

8. ENTIRE AGREEMENT

I understand this Release contains the entire understanding and undertaking by me in respect of the activities covered by this Release and the terms of this Release are contractual and not a mere recital and that Deep Dive Dubai is entitled to rely on this Release for its benefit. I confirm that I am of lawful age and legally competent to sign this Release. I understand that this Release can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances. I further agree that if any provision of this Release is found to be unenforceable or invalid, that provision shall be severed from this Release. The remainder of this Release will then be construed as though the unenforceable provision had never been contained herein.

(____) [Please initial when read, acknowledged and agreed.]

9. WAIVER OF CONTRACT DEFENSES

I understand that this Release is a binding contract pursuant to which I have released any and all claims against Deep Dive Dubai resulting in any way from my participation in the activities covered by this Release, INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OR CONTRIBUTORY NEGLIGENCE OF DEEP DIVE DUBAI, as set forth in this Release.

(____) [Please initial when read, acknowledged and agreed.]

10. CONTINUATION OF OBLIGATIONS

I agree that the terms and conditions of this Release shall continue in full force and effect now and in the future at all times including (without limitation) during the period when I participate, either directly or indirectly, in the activities covered by this Release, and shall be binding upon myself, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Release supersedes and replaces any prior agreement between the Release and myself.

(____) [Please initial when read, acknowledged and agreed.]

11. PHOTO & VIDEO RELEASE

I hereby grant Deep Dive Dubai and its legal representatives and assigns (hereinafter collectively referred to as the "Photographer"), the irrevocable and unrestricted right to capture, film, photograph, use and publish photographs, images or audio-visual clips of me, or in which I may be included, with respect to my participation in the activities covered by this Release for editorial, trade, advertising and any other purpose and in any manner and medium and in any jurisdiction, to alter the same without restriction, and to copyright the same. This includes any and all uses that the Photographer deems are necessary or desirable. I agree that any photographs, images or audio-visual clips purchased by me from the Photographer are for personal use only and may not be used for commercial gain, and that I may request commercial licensing information from Deep Dive Dubai by contacting info@deepdivedubai.com if I wish to use any photographs, images or audio-visual clips for that purpose. I hereby hold harmless and release and forever discharge the Photographer from all claims, demands and liability relating to any such photographs, images or audio-visual clips of me.

(____) [Please initial when read, acknowledged and agreed.]

12. JURISDICTION

I agree and accept that this Release, and any matter, claim, suit, litigation or legal proceeding arising under this Release (including its interpretation, validity and construction) shall be governed by and subject to the laws of Dubai (excluding DIFC Courts) and the applicable Federal Laws of the United Arab Emirates (the "Laws"), and the Laws shall apply to issues involving the construction, interpretation and validity of the Release, and that the Laws shall govern any dispute arising from or related to this Release or the activities covered by this Release. Should this Release be violated and a suit be brought against Deep Dive Dubai, I hereby waive my right to a trial in any or all jurisdictions, including but not limited to the Courts of Dubai.

(____) [Please initial when read, acknowledged and agreed.]

WITHOUT LIMITATION, I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST DEEP DIVE DUBAI. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY DEEP DIVE DUBAI.

With my signature below, I confirm that I have read the Release, been given the opportunity to review the terms and conditions, ask questions, considered its effects, understand its content, given true information, and agree fully to the terms as stated above.

FULL NAME	GENDER
DATE OF BIRTH	AGE
NATIONALITY	IDENTIFICATION NO. (EID/PASSPORT)
STREET OR PO BOX MAILING ADDRESS	
CITY/STATE ZIP/POSTAL CODE/COUNTRY:	
PHONE NUMBER (+____) _____	EMERGENCY CONTACT NAME
E-MAIL ADDRESS	PHONE NUMBER (+____) _____

Your Signature / Date (dd/mm/yyyy)