

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
*BY SIGNING THIS DOCUMENT YOU, WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.  
PLEASE READ CAREFULLY.*

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

**TO: PROTEUS Diving (Frank Bird), and their Directors, Officers, Employees, Representatives, Agents, and Volunteers (herein the "Releases")**

**Assumption of Risks**

I am aware that the participation in snorkel and/or scuba activities involves many inherent risks, dangers and hazards including, but not limited to: boarding, travelling on disembarking from dive tenders; changing weather, water and surface conditions; equipment malfunctions or failure; harmful or dangerous marine life; physiological and psychological hazards related to underwater diving; failure to dive safely or within one's own ability; negligence of other divers and negligence on the part of the releases or its staff. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

**Initial Here**

**Release of Liability, Waiver of claims, and Indemnity Agreement**

In consideration of the releases permitting me to participate in snorkel and/or scuba activities and permitting my presence on or use of its dive tender, docks, equipment, parking and other facilities (herein after referred to as the Diving Facilities), I hereby agree as follows:

1. **To waive any and all claims** that I may have in the future against the Releases;
2. **To Release the Releases** from any and all liability for any loss, damage, injury, or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my presence on the diving facility due to any cause whatsoever, INCLUDING NEGLIGENCE OR BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE AND/OR BREACH OF THE OCCUPIERS LIABILITY ACT, R.S.O. 1990 c. O.2 ON THE PART OF THE RELEASES; **Initial Here**
3. **To hold harmless and indemnify the releases** from any and all liability, for property damage or personal injury sustained by any third party, resulting from my use of or presence on the diving facilities; this agreement shall be effective and binding upon heirs, next of kin, executors, administrators and assignees, in the event of my death or incapacity.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the releases, other than what is set forth in this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario, Canada.

**I have read and understood this agreement prior to signing it, and I am aware that by signing this agreement I am waving certain legal rights which I or my heirs, next of kin, executors, administrators and assignees may have against the releases.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Parent or Guardian if Applicant is under 18 years of age