

Atlantis Charters LLC



Diving and Fishing Adventures
Atlantic Beach, NC

Atlantis Charters LLC 145 Intracoastal Dr. Beaufort, NC 28516

Liability Release and Express Assumption of Risk.

The undersigned represents that he/she is a trained and certified scuba diver, and hereby understands and agrees that upon entering the water, he/she assumes the risk for any accident, injury or death which may be sustained while engaged in or results from scuba diving. The Undersigned therefore releases Atlantis Charters LLC, Captain Bobby Edwards, The Atlantis IV, its Captains and Crew from any and all claims for any accident, injury or death that may be sustained thereby.

Please **PRINT LEGIBLY** the following information:

Person to notify in the event of an emergency:

Name:	Name:
aAddress:	Address:
City/ State/ Zip:	City/ State/ Zip:
Phone#:	Phone#:
E-mail address:	
Certification level:	Do you have Dive insurance? Is this your 1st dive with Atlantis Charters?

This is a release of your rights to sue.

This release may be used against you and/or your family, estate, heirs, or assigns in a court of law if you and/or your family, estate, heirs or assigns sue any party or person.

Please read this document carefully prior to signing and initialing where required.

Please read and initial the following paragraphs, on all 3 pages:

I hereby affirm that I am a certified, competent Scuba Diver, and have thus been advised and thoroughly informed of the inherent risks and hazards associated with skin and scuba diving: whether for fun, exploration, or as part of a scuba course. Initial

I understand that neither Atlantis Charters LLC, Captain Bobby Edwards, Renate Eichinger, The Atlantis IV, its Captains and crew, nor any other dive operation or individual including dive stores, instructors, divemasters, etc., nor any of the above respective members, owners, principles, officers, employees or agents or assigns, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, assigns that may occur as a result of my participation in this diving trip as a result of the negligence of any party, including the Released Parties, whether passive or active. Initial

I understand that the released parties will NOT be supervising or otherwise controlling **any aspect** of my diving or my dive preparation; before, during, or after each dive. Initial

I understand that hazards associated with skin and scuba diving include, but are not limited to, death, bodily injury, paralysis, decompression sickness, barotraumas including arterial air embolism, drowning, hypothermia, oxygen toxicity, deep water blackout, personal injury/death/disfigurement or other bodily harm or injury from underwater marine life, being swept away by strong currents, becoming entangled in or trapped by underwater cables, ropes, lines and other objects lying on, in, or about the shipwrecks or marine floor, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat, perils of the sea, injury or death from faulty equipment, negligence, poor judgment on the part of the above signed or others on the dive whether due to panic, narcosis or any other factor. *Understanding all of these hazards, I still choose to proceed in spite of the risks.* [REDACTED] **Initial**

Further, I understand that diving with compressed air, nitrox, tri-mix, heliox, oxygen or any other gas mixture involves certain inherent risks including but not limited to: decompression sickness, embolism, blackout, death or other hyperbaric injuries. I understand that proper treatment for said injuries requires a recompression chamber. I further understand that diving trips may occur at a site that is remote, either by time or distance, from a recompression chamber. *I still choose to proceed with such dives in spite of the absence of a recompression chamber within proximity to the dive site.* [REDACTED] **Initial**

I understand that neither staged decompression diving nor diving beyond the acceptable recreational sport diving limit of 130 feet are condoned by any of the major recreational scuba diving certifying agencies. Furthermore, dives beyond 130 feet are considered extreme exposures. Such diving whether on air, nitrox, tri-mix, heliox, oxygen or any other gas mixture are considered to be complicated and dangerous, and involve substantial risk of personal injury and/or death to the participant. If applicable, *I still choose to proceed with such dives in spite of these potential risks. I acknowledge that the Released Parties neither endorse nor encourage exceeding the no decompression limits for any dive.* [REDACTED] **Initial**

Further, I understand that neither dive tables, dive computers, nor custom generated tables specifically designed for any dive profile, whether diving on air, nitrox, tri-mix, heliox, oxygen or any other gas mixture or combination, can guarantee any degree of safety to avoid decompression sickness regardless of the dive profile. *I hereby personally assume all risks in connection with said scuba dives for any harm, injury, or damage that may befall me as a result of the limitations of dive tables and dive computers.* [REDACTED] **Initial**

With my voluntary participation in this dive trip, *I hereby personally assume all risks in connection with said trip*, for any harm, injury, death or damage that may befall me while I am participating in this trip, including all risks connected therewith, whether foreseen or unforeseen. I hold harmless all Released Parties, against any loss, including attorneys fees, from any claim or lawsuit arising before, during, and/or after the trip by me, my family, estate, heirs, or assigns. [REDACTED] **Initial**

I affirm that *I am in good mental and physical fitness for diving*, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated while diving. I hereby fully release and hold harmless the Released Parties from any and all liability resulting from heart/circulatory problems, lung problems, illnesses or any other medical problems occurring to me before, during and/or after my dive(s). [REDACTED] **Initial**

I hereby declare that *I have no physical or mental condition that should preclude me from participating in the activity of Scuba Diving* and its related activities, and that **I am not participating against medical advice or treatment**. Should I have a health condition of which I am unaware, *by signing this form I still choose to participate in Scuba Diving and its related activities*, and agree to waive all responsibilities to all Released Parties concerning any consequences that would result from my actions. [REDACTED] **Initial**

I also understand that skin diving and scuba diving are *physically strenuous activities* and **that I will be exerting myself during these dives**, and that if I am injured as a result of a heart attack, stroke, panic, hyperventilation, etc., that I expressly assume the risk of said injuries, including death, and that I nor my family, estate, heirs, or assigns will hold that above listed individuals, Released Parties or others responsible for the same. [REDACTED] **Initial**

I will safely terminate my diving anytime I feel uncomfortable, and/or if conditions are out of my comfort zone or are beyond my limitations. If I decide to terminate a dive, I will do so in the safest manner possible as to not risk unnecessary harm to others or myself. [REDACTED] **Initial**

With my initials, I agree that I am competent in self-rescue techniques. *I also understand that I have a duty to exercise complete care for my own safety* and agree to be a responsible diver. I am aware of the dangers of holding my breath while diving, as well as ascending too quickly while diving, and will not hold the Released Parties responsible for any injury or illness resulting from these or ANY other unsafe practices. [Redacted] **Initial**

In the event I do show signs of distress or do call for aid, *I would like to be assisted* and will not hold anyone including the crew, passengers, Released Parties or otherwise, responsible for their actions in attempting the performance of a rescue or first aid or lifesaving efforts. [Redacted] **Initial**

I am aware that it is my responsibility to plan my dive, allowing for my diving limitations and the prevailing weather/water conditions. *I will not hold any of the Released Parties responsible for my failure to safely plan my dive and dive my plan.* [Redacted] **Initial**

I further state and covenant that I am an experienced and qualified diver and will provide my own equipment and supplies and fully understand that I am solely responsible for my own equipment and supplies and having the proper training to use my equipment safely. I understand that none of the released parties are in any way responsible for my equipment. I will inspect my equipment both before leaving the dock and before each dive to assure proper function, completeness and familiarity prior to all dives. I will utilize the proper and necessary equipment to ensure for my safety before, during and after all dives. [Redacted] **Initial**

I understand that the terms herein are contractual and not a mere recital: and that I have signed this document of my own free will. [Redacted] **Initial**

If any provision, section, subsection, clause or phrase of this document is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

It is my intention by this instrument to exempt and release Atlantis Charters LLC, Captain Bobby Edwards, Renate Eichinger, The Atlantis IV, its Captains and crew, and any other dive operation or individual including dive stores, instructors, divemasters, etc., including any of the above respective members, owners, principles, officers, employees or agents or assigns, and all related entities as defined above, from all liability or responsibility 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 am fully aware of all the risks related to skin and scuba diving, and have fully informed myself of the contents of this liability by reading it before I signed and initialed it on behalf of myself, my family, estate, heirs, or assigns. I further understand and agree that **I am participating in this trip voluntarily and stand ready to be responsible for my own actions.**

“It is also my intention that this release is to be continuing in nature and will apply to any injuries or death related to any activities I participate in with the released parties for the duration of my trip and afterwards.”

Signature of Diver

Date

Signature of Parent or Guardian (if under 18)

Date

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