



2024 Atlantis Charters Liability Release and Express Assumption of Risk.

Atlantis Charters LLC
145 Intracoastal Dr.
Beaufort, NC 28516

The undersigned represents that he/she is a trained, certified and competent scuba diver, and hereby understands and agrees that upon boarding the boat, he/she assumes the risk for any accident, illness, injury or death which may be sustained while engaged in or results from being on board and/or scuba diving with Atlantis Charters. 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, damage, illness, injury, harm, or death that may be sustained thereby.

Please **PRINT LEGIBLY** the following information: Person to notify in the event of an emergency:

Name:	Name:
Address:	Address:
City/ State/ Zip:	City/ State/ Zip:
Phone#:	Phone#:
E-mail address:	<i>Please read all items completely</i>
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 18 paragraphs and sign the 3rd page

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, sickness, stress, panic, illness, death, or other damages to me or my family, heirs, assigns that may occur as a result of my participation in this boat diving trip as a result of the negligence of any party, including the Released Parties, whether passive or active. **Initial**

I believe myself to be healthy and not infected or contagious with any illness. I attest that I have not had recent unprotected contact with anyone who I am aware is infected or may be carrying a virus or contagious illness. I also understand that it is possible to carry a virus and/or illness and be asymptomatic. I will manage my behavior on the boat with all efforts to protect myself and others. If I am uncomfortable at any point throughout the day I can and will take steps to mitigate the situation. **Initial**

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**

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 at all times* and agree to be both a responsible diver and boat passenger. 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/all other unsafe practices. [REDACTED] **Initial**

I will safely terminate my diving anytime I feel uncomfortable, unsafe, 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, stress or panic to others or myself. [REDACTED] **Initial**

I understand that the released parties will NOT be supervising or otherwise controlling **any aspect** of my diving, dive preparation or movement about the boat; before, during, or after each dive. [REDACTED] **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 marine life, and/or actions of other divers. Potential hazards also include but are not limited to 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, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat, injury while on board, contracting illness or sickness, perils of the sea, feelings of stress or panic, 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, stress, panic, 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 dive related injury, 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/or dive computers.* [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, sickness, stress, or any other problems: medical, psychological or otherwise; occurring to me before, during and/or after my dive(s) and afterwards. [REDACTED] **Initial**

I hereby declare that *I have no physical, health 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, any medical condition or treatment.** Should I have a health condition, injury, side-effect, sickness, stress, panic or illness 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 to myself or others that would result from my actions. [REDACTED] **Initial**

In the event I do show signs of distress, stress, panic or call for aid/assistance, *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. I also understand that surfacing away from the boat can delay my receiving assistance. [Redacted] **Initial**

I acknowledge that skin 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, illness, stress, hyperventilation or any other condition, that I expressly assume the risk of said injuries, up to and 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 further confirm that I am an experienced and qualified diver and will provide my own equipment and supplies. I fully understand that I am solely responsible for my own equipment and supplies and have the proper training to safely and correctly set up, use and clean my equipment. I understand that none of the released parties are in any way responsible for my equipment. I will inspect my equipment 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 health and safety before, during and after all dives. [Redacted] **Initial**

I am aware that it is my responsibility to plan my dive, allowing for my diving limitations and the prevailing weather and 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**

With my voluntary participation in this dive trip, *I hereby personally assume any and all risks in connection with said trip*, for any harm, injury, stress, panic, illness, disease, 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. Knowing and understanding these risks, I am on board the Atlantis IV of my own free will. [Redacted] **Initial**

I understand that the terms herein are contractual and not a mere recital: and that I am participating in this boat diving charter willingly. I have read completely and 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, agents or assigns, and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage, illness, sickness, stress, panic, harm, pain, suffering, negative outcome, disability 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, as well as being on board a boat at sea, and have fully informed myself of the contents of this liability waiver 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 participation and actions, as well as the consequences thereof.**

“It is my intention that this release is to be continuing in nature and will apply to any injury, damage, sickness, stress, disability, harm, illness, pain, suffering, negative outcome, disability 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