UNIVERSITY OF MASSACHUSETTS – SCIENTIFIC DIVE PROGRAM:

ASSUMPTION OF RISK, WAIVER AND RELEASE

**PLEASE READ THIS DOCUMENT CAREFULLY and INITIAL NEXT TO EACH PARAGRAPH ON THE LINES PROVIDED. AFTER YOU HAVE CAREFULLY READ and UNDERSTAND THIS DOCUMENT, PLEASE SIGN BELOW. IF YOU HAVE ANY QUESTIONS or CONCERNS RELATIVE TO ANYTHING ON THIS DOCUMENT, PLEASE DISCUSS IT WITH THE DIVING SAFETY OFFICER BEFORE YOU FULLY SIGN and EXECUTE THIS DOCUMENT.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned, in consideration of the University of Massachusetts (“University”) in providing me with the opportunity to engage in scientific diving activities under University auspices do hereby affirm and acknowledge that I have been advised and thoroughly informed of the inherent hazards and risk of snorkeling, skin, and SCUBA diving (“diving”) and that I am voluntarily participating in these activities with knowledge of the dangers involved. By my initials and signature, I hereby agree to accept and assume any and all risks of injury or death.

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| 1. **I do hereby agree to assume all the risks and responsibilities surrounding my participation in Snorkeling, Skin and/or Scuba diving;** *(hereinafter referred to as “diving”)* for or with any educational activities, independent research or experience undertaken as an adjunct thereto.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I have been fully informed of the inherent hazards and risks associated with diving***;*that these risks can lead to severe injury and even loss of life.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I recognize and understand the dangers and hazards inherent diving to which I may be exposed to could include but are not limited to:** drowning, near-drowning, decompression sickness, ear and/or sinus barotrauma, marine life injuries and/or dysbaric osteonecrosis and other long-term effects, as yet poorly defined.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving with compressed air or oxygen enriched compressed air (nitrox) involves certain inherent risks including:** decompression sickness, arterial gas embolism, oxygen toxicity, inert gas narcosis, or other barotrauma/hyperbaric injuries that can occur and may require treatment in a recompression chamber.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **My participation in diving is voluntary;** I have the right and responsibility to refrain from diving if I feel the activity or conditions are not safe, that my fitness is not adequate for the dive, or for any other reason. I understand I will not be penalized in my employment or academic record for any such refusal.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving can be physically strenuous and that I may be exerting myself during any diving activities** **and that if I am injured as a result of:** heart attack, panic, hyperventilation, oxygen toxicity, inert gas narcosis, near-drowning, etc. that I expressly assume the risk of said injuries or death.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that there are also risks associated with travel to go diving;** including, but not limited to the possible injury or death as a result of an accident in travel to and from dive sites and/or locations via any means of transportation such as boats or automobiles.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that diving operations may be conducted at a site that is remote either by time or distance and/or both, from that of a recompression chamber and/or competent medical assistance.** Nevertheless, I choose to proceed even in the absence of a readily accessible recompression chamber and/or competent medical assistance in proximity to the dive sites and/or locations.
2. **I give my permission for emergency first aid or other treatment in the field in the event I am non-responsive.** I understand that if an accident occurs, I could be non-responsive, and I consent to treatment deemed necessary. This includes, but is not limited to, administration of Oxygen or CPR by a trained provider.
3. **I hereby consent and agree to indemnify University for non-covered insurance costs of any medical treatment(s) which may be deemed advisable in the event of injury, accident, and/or illness during diving activity.**
 | \_\_\_\_\_\_\_\_\_*(Initial)*\_\_\_\_\_\_\_\_\_*(Initial)*\_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that my authorization for diving with University is a privilege granted upon compliance with all University requirements;** that I will follow the rules and precautions for conducting diving operations that are part of the requirements for my authorization to dive under University auspices, as set forth in the University of Massachusetts Diving Safety Manual, as well as those procedures explained to me by the University Diving Officer, a Lead Diver, and/or their agents.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that failure to comply with the procedures and precautions within the University Diving Safety Manual may result in;** review, restriction, or revocation of my authorization to dive under University auspices by the University Diving Control Board.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that if I furnish my own equipment for diving that I am ultimately responsible for its operating condition and maintenance.** Furthermore, I agree to inspect all my equipment prior to any dive. Additionally, I may be required to show proof of purchase and/or proof of regularly required service and maintenance records of any equipment used for diving activities.
2. **I understand and agree that neither my Instructor(s), Dive Safety Officer, Dive Control Board, University, nor any other University officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the diving activity, unless caused solely by gross negligence or intentional act or omission.** By my initials, I hereby acknowledge my understanding of this release.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian**.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.** Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. I understand and agree that this Agreement is governed by, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts, United States of America.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **I UNDERSTAND AND AGREE THAT THIS ASSUMPTION OF THE RISK, WAIVER, AND RELEASE DOES NOT EXPIRE UNLESS REVOKED IN WRITING. I UNDERSTAND AND AGREE THAT TO REVOKE THIS WAIVER I MUST SEND WRITTEN AND SIGNED NOTICE TO DIVE CONTROL BOARD OR DIVE SAFETY OFFICER.**
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| 1. **RELEASE AND WAIVER OF LIABILITY:**
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| * 1. I do for myself, my heirs, executors, and administrators hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions, or cause of action on account of damage to personal property, or personal injury or death which may result from my participation, and with or without the fault or negligence of the University, its trustees, officers, employees, agents, volunteers, and assigns during the period of my participation as aforesaid;
 | \_\_\_\_\_\_\_\_\_*(Initial)* |
| * 1. I hereby assume any and all risks connected with my participation in this activity and I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the University of Massachusetts Boston, its Trustees, officers, employees, students, agents, volunteers, and the Commonwealth of Massachusetts, and assigns from and against any and all claims, demands, and actions for property damage or personal injury or death which may result from my participation and with or without the fault or negligence of the University, the Commonwealth, its trustees, officers, employees, students, agents, volunteers, and assigns during the period of my participation.
 | \_\_\_\_\_\_\_\_\_*(Initial)* |

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Name: *(please print)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diver Date of Birth: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Guardian Name: *(please print)(if diver is under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Contact Info: *(please print)*  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Guardian Signature:*(if diver is under age 18)* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Contact Phone # |

Amherst Boston Chan Dartmouth Lowell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Circle Applicable Campus Department*