

# City of Houston Underwater Mariners (CHUM)

## VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK

\_\_\_\_\_  
(Name of Event and Location)

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby affirm that I am voluntarily engaging in the recreational activities planned by the City of Houston Underwater Mariners (CHUM), which activities may include, but are not limited to scuba diving, snorkeling, skin diving, boating, and other related activities.

\_\_\_\_\_ I understand and agree that neither the City of Houston Underwater Mariners (CHUM), nor the organizers or promoters of this event, nor its respective employees, officers, agents or assigns (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence during this event which may result in injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this activity or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

**All boating participants, including scuba divers, skin divers and snorkelers, must complete this section.**

I, \_\_\_\_\_, hereby affirm that I thoroughly understand the hazards involving these recreational activities, including those hazards occurring during boat travel. I understand that these hazards include, but are not limited to, drowning, slipping or falling while on board a boat, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea.

**All scuba divers, skin divers and snorkelers must complete this section.**

I, \_\_\_\_\_, hereby declare that I am aware of the inherent hazards of scuba diving, skin diving and snorkeling. I understand that these hazards include, but are not limited to, air expansion injuries, decompression sickness, embolism, drowning, and injuries from contact with marine life or other underwater objects. Hyperbaric injuries can occur that require treatment in a recompression chamber, I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber, I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

I, \_\_\_\_\_, hereby declare that I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to scuba diving, skin diving or snorkeling.

\_\_\_\_\_ I declare that I am in good mental and physical fitness for participating in this activity and that I am not under the influence of any drugs (including alcohol) that are contraindicatory to participating in this event. If I am taking medication, I declare that I have seen a physician and have approval to participate in such activities while under the influence of the medication/drugs.

\_\_\_\_\_ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the activity for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage or wrongful death, by me, my family, estate, heirs, or assign, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

I, \_\_\_\_\_, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS ACTIVITY, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date

**Divers Alert Network (DAN) or other insurance covering diving incidents is strongly recommended.**