

REC DIVERS, INC.

VOLUNTARY ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, _____, residing at _____
by signing this document, do hereby state, represent and affirm my intention to voluntarily assume all risk of injury or death from my participation in SCUBA diving activities sponsored by or affiliated with REC DIVERS, INC. of Rochester, New York (hereinafter the "CLUB") including my participating in SCUBA diving activities with other members of the CLUB which are not part of a CLUB sponsored activity; and I hereby release the CLUB, its officers, guests and members from all liability for my injury or death, including my injury or death resulting from any negligent act or omission on the part of the CLUB or any of its officers, guests and members; and by signing this document I hereby intend to bind my heirs, executors, administrators and assigns forever. Furthermore, by signing this document I state, represent and affirm the following:

1. That I am currently a certified SCUBA diver having been trained and certified by the following training organization(s) _____ and I currently possess the knowledge, skills and proficiency for such certification.

2. As a trained and certified SCUBA diver I am fully familiar with the risks and dangers associated with SCUBA diving including, but not limited to: breath holding, embolism or other hyperbaric injuries, decompression sickness, nitrogen narcosis, oxygen poisoning, drowning, hyperventilation, shallow water blackout, deep water blackout, panic in myself or others, equipment failure, equipment limitations including a limited air supply, ear and sinus squeezes and reverse squeezes, vertigo, heat stroke, heat exhaustion, hypothermia, entanglement, entrapment, currents, tides, weather changes, dangerous marine life, the negligence of other divers and all other known or unknown risks associated with SCUBA diving. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

3. As a trained and certified SCUBA diver I am fully familiar with the risks and dangers associated with handling, storing, using and transporting compressed gases including air, nitrox and oxygen, including the negligence of others in handling such compressed gases. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

4. I understand that while SCUBA diving I may be diving at locations(including diving from boats) that are remote in time and/or distance from medical assistance and recompression chambers and that as a result of not being able to obtain timely and appropriate medical treatment and/or recompression that I may suffer permanent injury or death. I knowingly and voluntarily assume all such risks and dangers and intend to

include those risks and dangers in this release of liability.

5. I understand that while SCUBA diving I may be diving from a boat (including charter boats, rented boats and boats owned by other members of the CLUB) and that there are risks and dangers associated with being aboard boats and diving from boats including, but not limited to the following: (A) collision with objects or other vessels; (B) sinking; (C) on board fire and/or explosion; (D) equipment failures and breakdowns; (E) adverse wind and weather conditions; (F) falls both on board and overboard as a result of the slippery and unstable nature of boats; (G) seasickness; (H) errors or negligence in seamanship; (I) errors or negligence in handling the vessel; (J) errors or negligence in piloting and navigating the vessel; (K) errors or negligence in transporting the boat by trailer or otherwise; (L) errors or negligence in loading or unloading the boat; and (M) all other risks and dangers caused by negligence on the part of the owners and operators of the boat in its use, operation, maintenance, navigation and handling. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks in this release of liability.

6. I understand that SCUBA diving is inherently a physically strenuous athletic activity and that I will be exerting myself while diving and while participating in other aspects of diving trips such as, but not limited to, moving heavy diving equipment; and that strenuous athletic activity creates a risk of injury or death. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

7. I understand that I am solely responsible for inspecting and maintaining the equipment I dive with(including my own equipment and equipment that I may rent or borrow from others) and that by diving with the equipment I assume any risk or danger associated with the use of that equipment. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

8. I understand that I am solely responsible for determining whether or not I will participate in a particular dive by taking into consideration such factors as: (A) the level and extent of my training; (B) the level of my certification; (C) my personal experience; (D) the experience of those I will be diving with; (E) the location and environmental conditions under which the dive will occur; (F) the equipment I will be diving with; (G) my physical and mental condition at the time of the dive; and (H) any other factors that may affect the safety or difficulty of the particular dive involved. I understand that by deciding to participate in a particular dive I have determined that the dive is within my capabilities and I am accepting the risks and dangers associated with that dive. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

9. I understand that I may be traveling to and from diving activities in many forms of land, air and water transportation and that there are risks and dangers associated with all travel including injury or death caused by negligence, weather,

mechanical failure and other factors affecting the mode of transportation; and that by participating in the journey I assume any risks and dangers associated with the travel. I knowingly and voluntarily assume all such risks and dangers and intend to include those risks and dangers in this release of liability.

10. I understand that by participating in SCUBA diving and activities related to SCUBA diving I am exposing myself to many risks and dangers including those set forth above and other known and unknown risks and dangers not specified herein. I understand that by participating in such activities I may be injured, disabled or killed. I understand that my injury, disability or death may be the result of negligence on the part of myself or on the part of one or more officer, member or guest of the CLUB. I understand that by participating in SCUBA diving as a member or guest of this CLUB I knowingly and voluntarily assume all risk of injury, disability or death associated with the activities I engage in and the manner in which those activities are being accomplished including specifically injury, disability or death as a result of the negligent conduct on the part of any officer, member or guest of the CLUB.

11. I understand that negligence is generally defined as a lack of ordinary care. It is a failure to use that degree of care that a reasonably prudent person would have used under the same circumstances. Negligence may arise from doing an act that a reasonably prudent person would not have done under the same circumstances, or, on the other hand, from failing to do an act that a reasonably prudent person would have done under the same circumstances.

12. I understand that I have the right to consult with an attorney of my choice before signing this document and that by signing this document without consulting an attorney I agree to be bound by the legal consequences of this document without the benefit of legal advice.

BY SIGNING THIS VOLUNTARY ASSUMPTION OF RISK AND RELEASE OF LIABILITY I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING TWELVE PARAGRAPHS AND THAT I FULLY UNDERSTAND THE CONTENT THEREOF AND THE DANGERS AND RESPONSIBILITIES DESCRIBED THEREIN, AND THAT I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING ON ME AND WILL PRECLUDE ME FROM RECOVERING ANY MONETARY DAMAGES OR COMPENSATION FROM THE CLUB OR ANY OF ITS OFFICERS, MEMBERS OR GUESTS, WHETHER SPECIFICALLY NAMED OR NOT, FOR MY PERSONAL INJURY, DISABILITY OR DEATH WHETHER CAUSED BY MY NEGLIGENT CONDUCT OR THE NEGLIGENT CONDUCT OF THE CLUB, ITS OFFICERS, MEMBERS AND GUESTS. I SPECIFICALLY INTEND THIS DOCUMENT TO BIND MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS FOREVER.

BY THIS DOCUMENT I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH SCUBA DIVING OR

RELATED DIVING ACTIVITIES AS A MEMBER OR GUEST OF THE CLUB WHICH MAY RESULT IN MY PERSONAL INJURY, DISABILITY OR DEATH AND I HEREBY KNOWINGLY AND VOLUNTARILY EXEMPT AND RELEASE THE CLUB AND ITS OFFICERS, MEMBERS AND GUESTS FROM LIABILITY FOR MY PERSONAL INJURY, DISABILITY OR DEATH, HOWEVER CAUSED.

DATED: _____

WITNESS: _____