

FWSA 2023 LITTLE CAYMAN SCUBA DIVE TRIP

October 7 - 14, 2023

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with all activities of FWSA Little Cayman Scuba Dive Trip including but not limited to scuba diving, snorkeling, certain additional risks, dangers, and hazards including, but not limited to transportation of equipment related to the activities and traveling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of delays, inconveniences, theft, terrorism, crimes, personal losses, and mechanical problems.
2. "Acts of God" or other actions taken by governments or their civil authorities, or common carriers that would impede FWSA's delivering any or all of the contracted services, may result in injury, inconvenience, travel deviations, or unexpected cancellations relating to such risks or event, and are not within FWSA's control.
3. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
4. Possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
5. I willingly agree to comply with the stated and customary terms and conditions for participation as protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
6. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
7. **I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN.** However, protective gear cannot guarantee the participant's safety. A dive computer is required.
8. Variation and/or depth of the dive locations, underwater hazards including but not limited to shipwrecks, hazardous sea life, caves or tunnels, variation or changes in surfaces including but not limited to water, docks, dive boats, other persons, and other natural and man-made hazards.
9. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging depth, terrain, weather, or other obstacles.
10. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
11. Dangers associated with exposure to natural elements include but are not limited to rock fall, inclement weather, thunder, and lightning, severe and or varied wind, temperature, and other weather conditions.
12. Accidents or illness occurring in remote places where there are no available medical facilities.
13. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
14. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, boats, and cyclists.
15. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

***I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration for being permitted to participate in the above described activity (ies) and related activities, I hereby agree, acknowledge, and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasees: **Far West Ski Association (FWSA) and their directors and officers, FWSA Ski Councils and their directors and officers, FWSA Ski Clubs and their directors and officers, and their successors and assigns.**
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, illness, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. FWSA is not responsible for trip information typographical errors.
4. This agreement shall apply to any and all injury, illness, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: *This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.*

S/ _____
Signature of Parent or Adult Legal Guardian if Participant is a Minor

Name of Parent or Adult Legal Guardian (Print Clearly)

Date