**Liability Release & Assumption of Risk** (1/2)

***Please read this document carefully*** *as signing it indicates that you are waiving certain legal rights. If you have any questions consult the event organiser or an attorney before initialling each paragraph to signify your understanding. Use block capitals when filling in the blanks and initial each paragraph before signing your name at the end of this waiver.*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby affirm that I have been thoroughly informed of the risk involved with any freediving/breath-hold activity.

\_\_\_\_\_ I understand that freediving/breath-holding underwater may involve inherent risks, including but not limited to hypoxia, marine life injuries, barotraumas, shallow water blackout, drowning or hyperbaric accidents. Treatment of a freediving/breath-hold diving accident with these or other injuries may require immediate medical attention and/or hyperbaric oxygen therapy. I understand that the dives for this freedive/breath-hold dive may be at a location that is remote, either by time, distance or both, from a hospital and/or a recompression chamber. I still choose to proceed with my freedive/breath-hold dive in spite of the increased risk to me because a hospital or recompression chamber is not close by in the event I am injured.

\_\_\_\_\_ I specifically understand that the risk of shallow water blackout is inherent to freediving/breath-hold diving activities, and that I still intend to participate in freediving/breath-hold diving. I agree that I will not freedive/breath-hold dive alone; I will always dive with a surface support freediver with me at all times.

\_\_\_\_\_ I understand and agree that neither the British Freediving Association (BFA), its committee, members, volunteers, the Association for the International Development of Apnea (AIDA), Bristol Freedivers Club, Bristol Freedivers choice of the training venue, nor the sponsors of the event, nor any of their respective officers, agents, employees or volunteers (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, death, or other damages to myself, my family heirs or assigns that may occur as a result of my participation in this freedive/breath-hold dive or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ In consideration of being allowed to participate in this freedive/breath-hold dive training/competition, I hereby personally assume all risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in this freedive/breath-hold dive, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in this freediving/breath-hold dive, including any and all claims arising during my practicing and any arising during or after I complete the freedive/breath-hold dives.

\_\_\_\_\_ I understand that any diving activities are physically strenuous and that I will be exerting myself during this freedive/breath-hold dive, I expressly assume the risk of any and all injuries, and I will not hold the Released Parties responsible if I am injured as a result of heart attack, panic, hypoxia, hyperventilation, oxygen toxicity, decompression illness, gas embolism, drowning or any other cause of injury or death not specifically stated herein.

\_\_\_\_\_ I understand that Bristol Freedivers is a collective of like-minded freedivers, using the buddy system at all times in training, and hiring swimming lanes for training purposes. The suggested exercises performed at each training session are not mandatory and it is my responsibility to assess the respective risks of each exercise. I am also aware that during training sessions there will be no dedicated “out of water” supervision, apart from the swimming pool lifeguard, and it is my responsibility to train within my known limits.

**Liability Release & Assumption of Risk** (2/2)

\_\_\_\_\_ I release and grant full and unencumbered rights to the Released Parties the use of my filmed/digitised/videotaped/recorded image in relation to freediving, including any edited, revised or modified versions thereof, as well as my name, voice and/or likeness, for purposes of promotion, advertising, training materials and trade in any and all media anywhere in the world recorded, taken or otherwise captured during the period of my membership of the Club.

\_\_\_\_\_ I am aware of the prerequisite skill level and/or equivalent diving experience necessary to participate in this freediving/breath-hold dive, and I stipulate that I meet these requirements.

\_\_\_\_\_ I understand that I am responsible for supplying my freediving/breath-hold diving equipment in proper working condition, regardless of where I obtained it or from whom.

\_\_\_\_\_ I understand that all the terms herein are contractual, they are not a mere recital, and my signing this document is done of my own free act and in so doing, I waive my legal rights to sue.

\_\_\_\_\_ I state that I am of lawful age and legally competent to sign this liability release, or that I have written consent of my parent or legal guardian to engage in this freediving/breath-hold dive under the conditions of this waiver as stipulated by their signature below.

It is the intention of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(print name)* by this written document to exempt and release all of the Released Parties as defined herein, from all liability whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

\_\_\_\_\_ **I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.**

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| --- | --- | --- |
| Signature |  | Date |
|  |  |  |
| Signature (Parent or Guardian if under 18 years of age) |  | Date |
| Address |  |
| City |  |
| Post Code |  |
| Country |  |
| Phone |  |  |
|  |  |  |
| Witness Signature |  | Date |