

SCUBA at Berkeley 2021-2022

Please read and be certain that you understand the implications of this document. This form applies to *all* club-sponsored activities, including, but not limited to, SCUBA diving, traveling to and from locations, and lodging.

PART I: SCUBA LIABILITY RELEASE

I, _____, do hereby affirm and acknowledge the inherent hazards and risks associated with scuba diving. I fully understand that these risks can lead to severe injury and possibly death.

In consideration of being permitted to participate in any way with SCUBA at Berkeley, I _____, hereby assume full responsibility for any risk of any bodily injury, wrongful death or property damage resulting from any activity with SCUBA at Berkeley, including but not limited to diving, travel/transportation, housing, general SCUBA courses provided by Bamboo Reef or other dive instruction professionals, or any other related activities of SCUBA at Berkeley. I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge any and all claims (including resulting from the negligence of SCUBA at Berkeley, its officers, members and agents) and covenant not to sue SCUBA at Berkeley, its officers, any of its members, the University of California at Berkeley, or the Regents of the University of California or their employees and agents (collectively, the "Released Parties") for any injury, damages, property loss, or death arising from participation in any SCUBA at Berkeley activities.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Release of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Release is found to be unenforceable or invalid, that provision shall be severed from this Release. The remainder of this Release will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or any injuries, damages, or property loss I may sustain. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

PART II: SAFE DIVING PRINCIPLES

Please read the following statements and **initial** below to indicate your understanding and agreement.

_____ I will not engage in SCUBA diving unless I hold a current certification issued by an internationally recognized diving company. I will send all copies of my certifications to the Safety Officer.

_____ I will not engage in SCUBA diving unless I pass the written exam conducted by the Safety Officer.

_____ I recognize that it is recommended to have had at least one cold water dive in the past year before participating in dives with SCUBA at Berkeley.

_____ I will not dive unless I am medically fit to do so.

_____ I will conduct a functional equipment check before each dive. I recognize that if I have my own gear, the standard recommendation is to have it serviced once a year.

_____ I will refuse or terminate a dive if conditions are unfavorable, if the site exceeds my dive certification level, or if I am feeling unfit to dive.

_____ I recognize that any club member has the right of refusal to not dive with another member if their gear is not functioning correctly or for other safety reasons.

_____ I understand that I must always have a dive buddy that I accompany throughout the dive.

_____ I have the capability of achieving and maintaining positive buoyancy.

_____ I understand that I must conduct a safety stop at the end of each dive.

_____ I am aware that it is not recommended that the cylinder pressure falls below 500 psi before reaching the surface.

_____ I am responsible for informing the Safety Officer of any problems that arise before the dive such as equipment malfunctions, dive buddy, or health issues. During the dive, I will inform the officer of issues such as equipment malfunctions, physical conditions, symptoms of decompression illness, etc.

PART III: CLUB FEES

I, _____, am responsible to finance all of my own club, equipment, travel, and training fees.

PART IV: INDEMNIFICATION AND DECLARATION

I agree to indemnify and hold SCUBA at Berkeley, any of its officers or members, the University of California at Berkeley, and the Regents of the University of California, their officers, employees and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in SCUBA at Berkeley or participation in any activities related to SCUBA at Berkeley, and to reimburse them for any such expenses incurred.

I acknowledge that the foregoing waiver, assumption of risks, and indemnification agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, _____, hereby declare that I am of legal age (18 years or older), or that I am under 18 and my parent or legal guardian has read and signed this Agreement. I have read all of the above conditions, and fully understand that I have given up substantial rights by signing it, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Club Member's Name (Print & Signature):

Date of Birth: _____

Certification Level: _____

Parent or Guardian's Name (Print & Signature) (*Required if Club Member is a minor):
