



## GUEST DIVE PROGRAM WAIVER

### AGREEMENT, INDEMNIFICATION, AND RELEASE OF CLAIMS

**Participant Name:**

**Dive Program Date:** \_\_\_\_\_

In consideration of scuba diving under the auspices of the National Aquarium in Baltimore, Inc. ("Aquarium") and participating as a guest diver at the National Aquarium in Baltimore, I, the undersigned hereby agree as follows:

1. I am aware that diving has inherent risks and dangers, known and unknown, which may result in serious injury or death. Specifically, I understand that scuba diving with compressed air involves risks including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that may require treatment in a recompression chamber. I understand that the National Aquarium in Baltimore does not have a recompression chamber, and that access to a recompression chamber will require time and travel. I still choose to proceed with the dive program in spite of the absence of a recompression chamber in proximity to the dive site. I understand that diving is a physically strenuous activity and that I will be exerting myself during this program, and that I may suffer heart attack, panic, hyperventilation, and/or drowning. I understand that diving in aquarium exhibits will put me in the presence of hazardous marine life and challenging environmental conditions.

2. I hereby state that I am a competent, certified diver, with knowledge of the risks and dangers of diving. In consideration of being allowed to participate in the diving program, I hereby personally assume any and all risk of personal injury (including death) and property damage which may occur during (and/or as a result of) the above referenced activities at the Aquarium.

3. I hereby release, acquit, exonerate, and forever discharge National Aquarium in Baltimore, Inc. and/or Atlantic Edge, Inc. and their affiliates, directors, officers, agents, volunteers, and employees (collectively, the "Released Parties") from any and all claims for personal injury (including death) and/or property damage which may occur during (and/or as result of) the above referenced activities at the Aquarium, whether or not any such personal injury (including death) and/or property damage is caused in whole or in part by the negligence of the Aquarium and/or by the negligence of any other Released Party.

4. To the extent permitted by applicable law, I hereby covenant and agree to defend, hold harmless, and indemnify the Released Parties from and against any and all claims, demands, judgments, losses, damages, punitive damages, obligations, actions, causes of action, costs, expenses, attorneys' fees, and liabilities which any of the Released Parties may sustain, incur,

or be required to pay, at any time after the date of this Agreement, whether or not any such Released Party was negligent, for personal injury (including death) and/or property damage in any manner arising in connection with (and/or as a result of) the above referenced activities at the Aquarium.

5. I hereby agree to obey all safety requirements and instructions, and to honor all restrictions and limitations, during the above referenced activities at the Aquarium.

6. This Agreement shall apply and shall be enforceable to the full extent permitted by applicable law; and if any provision of the Agreement is held or deemed to be unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect.

7. I further state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights.

8. 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. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I have read, understand and agree to the above.

Signature:

Date:

Witness: