

AMERICAN NITROX DIVERS INTERNATIONAL, LTD.
dba *ANDI International*
LIABILITY RELEASE AND EXPRESS ASSUMPTION OF THE RISK

THIS IS A RELEASE OF YOUR RIGHTS TO SUE

This liability release may be used as evidence in a court of law if you decide to sue any released party or person. Please read this document carefully and fill in all the blanks, initial and sign in the appropriate spaces provided.

I, _____ (student name) hereby agree that I have been fully advised and completely informed of the inherent risks and hazards associated with SCUBA diving and the utilization of compressed air gases, including Air, Enriched Air Nitrox/SafeAir[®], Tri-Mix and Heli-ox.

_____ (initials) I, further, completely understand that diving with compressed air gases such as those listed in the paragraph above involve certain inherent risks and hazards to include: decompression illness, lung expansion injuries, arterial gas embolism and the associated decompression sickness maladies. These maladies may result in permanent injury or death. I, further, completely understand that by exceeding oxygen tolerance levels I may be subjected to central nervous system type or whole body oxygen toxicity and that these, among other things, could lead to severe injuries, paralysis or even death. By evidence of my signature and initials on this document I evidence that I have been fully appraised of the risks and hazards associated with the type of activity that I contemplating and I expressly assume these risks. I, further fully understand that the open water training sites for this activity may be conducted in point of time and distance in a remote location not readily accessible to first aid, rescue and recompression chamber facilities. Nevertheless, I still choose to proceed with the instructional dives despite the possible lack of recompression or medical facilities to assist me should I become injured.

_____ (initials) I fully understand and agree that neither my instructor(s), _____

_____ (instructor's names), nor the ***ANDI International*** facility through which I receive my instruction, _____ (facility name), nor the ***ANDI International*** headquarters, nor any of their respective employees, officers, agents or assigns, may be held liable or responsible in any fashion for any injury, death or damages to me or my family, heirs or assigns that may occur as a result of my participation in this ***ANDI International*** diving course of instruction or as a result of active or passive negligence of any party including the released parties named in this document.

_____ (initials) In exchange for me being allowed to enroll and participate in this ***ANDI International*** program of instruction I hereby personally assume all risks in conjunction or connection with this class or any harm or injury or damages that may befall me, my heirs or assigns while I am enrolled as a student in this course. I specifically assume all risks associated with my participation in this course of instruction whether foreseen or unforeseen.

_____ (initials) In consideration for my participation in this course of instruction I save and hold harmless and agree to indemnify my instructors, the ***ANDI International*** facility to which I am receiving my instruction, and ***ANDI International*** headquarters of any claim or lawsuit brought by me, my family, my estate, my heirs or assigns arising out of or in connection or in conjunction with my enrollment and participation in this ***ANDI International*** program of instruction including both claims arising during the course of instruction or after I have received my certification.

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_____(initials) I also understand fully that SCUBA diving activities are physically strenuous, that they require specialized training and that this particular course of instruction offered to me is technical in nature. I also understand that I will be physically exerting myself during this course and that should I become injured as a result of a heart attack, failure to control my panic, failure to control my breathing and hyperventilation, I specifically assume the risk of any resulting injuries and I expressly agree to in exchange for my participation in this course that I will not hold the released individuals in this document responsible.

_____(initials) By my initials and signature on this document, I evidence that I have fully read, contemplated, and understand the contents of this liability release and express assumption of the risk, and release my right to sue. I agree to the terms and conditions of this document in exchange for my participation in this course. I further state that I am of lawful age and legally competent to sign this release or that I have acquired the specific written consent of my parent or guardian.

_____(initials) I understand that this document constitutes a contract between myself and the released parties cited.

It is the express intention of _____ (student name) by this instrument to release my instructor(s) _____ (instructor's name), the facility through which I received my instruction _____ (facility name) and the ***ANDI International*** headquarters from all liability and responsibility whatsoever for personal injury, property damage or wrongful death however caused, including, but not limited to, the negligence, active or passive, of the released parties.

Student Signature

Date

Signature of Parent or Guardian
(if under the age of 21)

Date

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