

**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON (UNCW)
CONTRACTUAL RELEASE AND LIMITATION OF LIABILITY, LIMITED WAIVER OF
CLAIMS, AND ASSUMPTION OF RISK FOR DIVING RELATED ACTIVITIES**

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks related to and associated with snorkeling, skin, scuba diving, surface-supplied diving, and/or saturation diving and related diving activities. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage to me or my property. I understand that diving activities and related operations are inherently dangerous and I have made the decision to participate despite the inherent dangers. Additionally, I understand that there are also risks associated with: dive travel, including, but not limited to, the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sights; drowning, shark bites, capsizing, rough water conditions, water hazards, diving in unfamiliar water; the use or malfunction of diving equipment; injuries inflicted by animals, insects, reptiles or plants; or due to the state of physical conditioning and the physical exertion associated with scuba diving; accidents or illness in remote places with limited access to or the absence of nearby medical facilities; forces of nature including, but not limited to, lightning, weather changes, ocean level changes and others occurrences not named herein; and/or man-made objects in the ocean including, but not limited to, ropes, bridge pilings, and metal junk or debris. Despite the potential hazards and dangers associated with diving and diving related activities, I still wish to participate and hereby accept and assume all such risks, known and unknown, and expressly assume responsibility for my resulting injuries, damages, losses, or costs *not caused directly by and due to the acts or omissions of UNCW or its employees and authorized agents*. Nothing contained herein is to be construed as a release of UNCW's obligations under applicable law; and nothing herein affects or alters the rights, obligations, and/or duties owed by, to, or from my employer attendant to my participation in diving and related activities.

I understand the nature of the diving and related activities I will be undertaking, I agree no one has a better assessment or understanding of my experience, limitations, and/or capabilities, and I expressly represent and affirm that I am qualified and able to participate in the diving and diving related activities. I am currently a certified scuba diver. I understand that I may inspect the premises, facilities, and equipment to be used or for which I come in contact. If I believe anything is unsafe, I understand I can and will immediately decline to participate in further diving and/or related activity. I understand there is no penalty or forfeiture of any sort if I withdraw from participation.

In direct consideration of being allowed to participate in snorkeling, skin, scuba diving, surface-supplied diving and/or saturation diving, as well as the use of any of the facilities and the use of the equipment of the below listed releases, and expressly excepting negligent acts or omissions on the part of UNCW, I hereby agree as follows:

- (1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I may have against UNCW or its employees, authorized agents, representatives, and volunteers.

Facility: Center for Marine Science Research
Others: University of North Carolina at Wilmington
Lead Diver:

- (2) To release and hold harmless UNCW, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim or cause of action that I, my estate, heirs, executors and/or assigns may have for any personal injury,

property damage or wrongful death arising from snorkeling, skin, scuba diving, surface-supplied diving, saturation diving and/or related activities unless proximately caused by the negligent acts or omissions of UNCW.

- (3) By entering into this agreement, I am not relying on any oral or written representation or statements made by UNCW, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America. I expressly agree that any liability of UNCW for bodily injury, property damage or any other matter sounding in tort is determined solely in accordance with the provisions, procedures and limits of the North Carolina Tort Claims Act, N.C.G.S. 143-291, et seq.
- (4) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

With the diving process having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in diving and dive related activities, fully aware of the risks these activities involve. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and affirm that I understand and agree to the terms and conditions of this release.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

Participant's Signature	Printed Name	Date
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Witness Signature	Printed Name	Date
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If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

Parent or Guardian's Signature	Printed Name	Date
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**UNIVERSITY OF NORTH CAROLINA AT WILMINGTON (UNCW)
CONTRACTUAL RELEASE AND LIMITATION OF LIABILITY, LIMITED WAIVER OF
CLAIMS, ASSUMPTION OF RISK FOR BOATING AND RELATED ACTIVITIES**

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the boating and boating related activities. I fully understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death or damage to me or my property. I understand that there are risks associated with boating, including, but not limited to, the possible injury or loss of life as a result of a dive boat accident; drowning, shark bites, capsizing, rough water conditions, water hazards, diving in unfamiliar water; the use or malfunction of equipment; injuries inflicted by animals, insects, reptiles or plants; my state of physical conditioning and the physical exertion associated with boating; accidents or illness in remote places without medical facilities; forces of nature including, but not limited to, lightning, weather changes, ocean level changes and others occurrences not named herein; and/or man-made objects in the ocean including, but not limited to, ropes, bridge pilings, and metal junk or debris. Despite the potential hazards and inherent risks and dangers associated with boating related activities, I agree to participate and expressly accept and assume all such risks, known and unknown, and further expressly assume responsibility for resulting injuries, damages, losses, or costs *not caused directly by and due to the acts or omissions of UNCW or its employees and authorized agents*. Nothing contained herein is to be construed as a release of UNCW's obligations under applicable law; and nothing herein affects or alters the rights, obligations, and/or duties owed by, to, or from my employer attendant to my participation in diving and related activities.

I understand the nature of boating and related activities I will be undertaking, I agree no one is in a better position to assess and understand my experience, limitations, and/or capabilities, and I expressly represent and affirm that I am qualified and able to participate in the activity. I affirm that I can swim and if I cannot, I agree to wear a life preserver while participating in boating and boating related activities. I understand that I may inspect the premises, facilities, and equipment to be used or for which I come in contact. If I believe anything is unsafe, I understand I can and will immediately decline to participate further in the boating and boating related activities. I understand there is no penalty or forfeiture of any sort if I withdraw from participation.

In direct consideration of being allowed to participate in the boating and related activities, as well as the use of any of the facilities and the use of the related equipment, and expressly excepting the negligent acts or omissions of UNCW, I hereby agree as follows:

- 1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS that I may have in the future against UNCW any of the following named persons or entities, and UNCW's officers, directors, employees, representatives, agents and volunteers.

Facility: Center for Marine Science Research
Others: University of North Carolina at Wilmington
Lead Diver:

- 2) To release and hold harmless UNCW, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage, or wrongful death arising from boating and related activities *not proximately caused by the negligent acts or omissions of UNCW*.

- 3) By entering into this agreement, I am not relying on any oral or written representation or statements made by UNCW, other than what is set forth in this agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America. I expressly agree that any liability of UNCW for bodily injury, property damage or any other matter sounding in tort is determined solely in accordance with the provisions, procedures and limits of the North Carolina Tort Claims Act, N.C.G.S. 143-291, et seq.
- 4) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

The activities have been fully explained to me and all questions answered to my satisfaction, I agree to participate in the boating and related activities, and I am fully aware of the risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs, executors and/or assigns, or those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and affirm that I understand and agree to the terms and conditions of this release.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

Participant's Signature	Printed Name	Date
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Witness Signature	Printed Name	Date
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Parent or Guardian's Signature	Printed Name	Date
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