



# JOHN JACK SEAGOING ADVENTURES

SECURE OCEAN SERVICE INC.  
69 Watchung Drive  
Hawthorne N.J. 07506

## Liability Release, Indemnification Agreement and Assumption of Risk Agreement

Initial each numbered section to which you agree. Print the word **VOID** in the space provided for initials if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement. Please note that this is a two (2) page form and you must complete all two (2) pages.

\_\_\_\_\_. 1. It is my intention by this instrument to **GIVE UP MY RIGHT TO SUE** John Jack Seagoing adventures, Secure Ocean Services Inc, PADI, NAUI, IANTD, TDI/SDI, SSI, and their officers, agents, servants, and/or employees, whether specifically named or not, and it is also my intention to exempt and relieve John Jack Seagoing Adventures, Secure Ocean Service Inc, PADI, NAUI, IANTD, TDI/SDI and SSI and their officers, agents, servants, and/or employees and to hold these entities Harmless from any liability **for personal injury, property damage, or wrongful death** caused by negligence, whether passive or active, and I agree to **assume all risk** in connection with my scuba diving activities, whether foreseen or unforeseen.

\_\_\_\_\_. 2. I am a certified diver and have been taught and understand that scuba diving has **inherent risks and dangers** associated therewith including, but not limited to, decompression sickness, embolism, nitrogen narcosis, oxygen poisoning, equipment failure or malfunction, acts of fellow divers, rapid depletion of the diver's breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, strong currents, poor visibility, onset of sudden illness at depth, or other perils of the sea which could **cause injury or drowning**, and I **SPECIFICALLY ASSUME SUCH RISKS**. I understand that a dangerous activity such as scuba diving is a strictly voluntary pursuit.

\_\_\_\_\_. 3. I will not hold John Jack Seagoing Adventures, Secure Ocean Service Inc, PADI, NAUI, IANTD, TDI/SDI, SSI, or their officers, agents, servants, and/or their employees responsible for providing me with any of my diving equipment or breathing gases, including any gases I might need in an emergency, and I understand that I am solely responsible for inspecting all of my equipment, and analyzing my breathing gases, prior to diving.

\_\_\_\_\_. 4. I am **physically fit** for scuba diving and I will not hold any of the above named persons or entities responsible should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat.

\_\_\_\_\_. 5. I understand that scuba diving may cause physical strain or exertion not necessarily experienced in non-diving situations, and that I **assume all risk** for and will not hold John Jack Seagoing Adventures, Secure Ocean Service Inc, PADI, NAUI, IANTD, TDI/SDI, SSI and their officers, agents, servants, and/or employees, responsible for any injuries, including **injuries or death** due to heart attack, panic, hyperventilation or other injuries caused by physical strain and exertion.

\_\_\_\_\_. 6. I understand that being under the influence of prescription drugs, illegal drugs, many over the counter drugs, or alcohol is a contraindication of diving and **could cause my injury or death**, therefore I agree to refrain from drug or alcohol use prior to, or during the dive trip or I will refrain from making my dive.

\_\_\_\_\_. 7. I will be present at and attentive to the **safety briefing** given by John Jack Seagoing Adventures, Secure Ocean Service Inc, their officers, agents, servants, and/or employees, and if there is anything that I do not understand or am not in agreement with, I will **notify** John Jack Seagoing Adventures, Secure Ocean Service Inc, and the boat captain **immediately**.

\_\_\_\_\_. 8. Should I notice any **unusual condition** that might adversely affect my safety, or the safety of the vessel or the other passengers, I am **obligated to notify** John Jack Seagoing Adventures, Secure Ocean Service Inc, and the boat captain immediately.

\_\_\_\_\_. 9. I understand that I have a duty to **plan and carry out my own dive** and to be **responsible for my own safety** and should I elect to dive with a partner, it is to be an arrangement solely between that partner and myself. John Jack Seagoing

Adventures, Secure Ocean Service Inc, PADI, NAUI, IANTD, TDI/SDI, SSI, and their officers, agents, servants, and/or employees are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.

\_\_\_\_\_10. I fully understand and am fully aware that the dive boat is extremely **limited in its rescue and emergency medical response** capabilities and that the dive site is in a remote location. As a result, in the event of illness or injury, rescue and/or appropriate medical assistance may be significantly delayed and I could sustain further serious injury, possibly **resulting in death**, from this delay.

\_\_\_\_\_11. It is my intention that this document be **admissible in any and all legal proceedings**, or lawsuits, that might arise from my scuba diving activities.

\_\_\_\_\_12. I understand that the terms herein are **contractual** and not a mere recital, and that I have signed this document of my own free will. Further, that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

\_\_\_\_\_13. I further state that **I am of lawful age** and legally competent to sign this Release and Agreement, or that I have acquired the written consent of my parent or guardian.

\_\_\_\_\_14. I have **read and understand the foregoing** in its entirety. **I agree** to the terms and conditions of each of the initialed, numbered sections above on behalf of myself, my heirs, and my personal representatives and/or assigns. I have not modified the content of this document in any way.

### Personal Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code*

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Emergency Contact Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code*

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness \_\_\_\_\_