



**JOHN JACK SEAGOING ADVENTURES
SECURE OCEAN SERVICE INC**

69 Watchung Drive
Hawthorne, N.J. 07506
(201) 321 – 6924

DEEP DIVING WAIVER

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.

_____ 1. It is my intention by this instrument to **give up my right to sue** John Jack Seagoing Adventures and Secure Ocean Service Inc, IANTD, TDI/SDI, PADI, 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, IANTD, TDI/SDI and PADI 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 understand that breathing gases other than air, use of semi-closed or fully-closed circuit rebreathers, diving deeper than 130 feet of sea water, and conducting dives requiring mandatory decompression, only increases these inherent risks, and I have received training specifically to aid me in managing these increased risks.

_____4. I understand that diving to wrecks such as the **Andrea Doria, U-Who/U-869, Sebastian, S.S. Carolina and the Texas Tower** is potentially hazardous, with inherent dangers, and is considered beyond the limits of recreational diving. Furthermore, I understand that the minimum depth of these wreck sites range approximately from **140 feet of sea water to 270 feet of sea water**, which are **beyond the accepted scuba diving depth limits** established by all United States' recreational scuba diving training agencies. Dives to these wrecks may entail decompression, which carries with it a higher risk of decompression sickness than recreational diving.

_____5. I understand that diving with compressed air, Nitrox (oxygen enriched air), Trimix (oxygen/helium/nitrogen), Heliox (helium/oxygen) or oxygen, supplied by standard open circuit scuba, semi-closed or fully-closed circuit rebreathers, involves certain inherent risks including decompression sickness, embolisms, oxygen toxicity, inert gas narcosis, or other barotraumas/hyperbaric injuries that require treatment in a recompression chamber. Use of breathing gas mixtures other than air is not recommended by United States recreational scuba Training agencies and is by my own free will.

_____6. I will not hold John Jack Seagoing Adventures, Secure Ocean Service Inc, IANTD, TDI/SDI, PADI, 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.

_____7. 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.

_____8. 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, IANTD, TDI/SDI, PADI 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.

_____9. 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.

_____10. 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**.

_____ 11. 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.

_____ 12. 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, IANTD, TDI/SDI, PADI, 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.

_____ 13. 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.

_____ 14. I fully understand that it is my responsibility to **make my family aware**, as I am that scuba diving, especially when conducted to depths deeper than 130 feet of sea water, is an **ultra hazardous activity** and to accurately portray to them the risk of my **injury or death**.

_____ 15. I have been given an opportunity to review this document with both my family and legal counsel.

_____ 16. It is my intention that this document is **admissible in any and all legal proceedings**, or lawsuits, that might arise from my scuba diving activities.

_____ 17. 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.

_____ 18. 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.

_____ 19. Within the last year, I have conducted wreck dives in excess of 130 feet of sea water and I am familiar with the extensive preparation necessary to conduct such dives and understand that **I am solely responsible** for such preparation, **OR** I am currently-enrolled in a-technical diving course and I will be making my certification dives on these trips under the supervision of my instructor.

_____ 20. I am a qualified and certified scuba diver from the following training agencies:
_____, and that I hold training to the level of
_____.

_____ 21. I have **read and understand the foregoing** consisting of three (4) pages 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: _____

Print Name: _____

NOTARY PUBLIC