

## STATEMENT OF UNDERSTANDING FOR DIVING

Initial or place a mark by each section to which you understand and agree. Print the word "VOID" in the space provided if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement.

I, \_\_\_\_\_ (print your full legal name clearly here) agree that, in return for being allowed to dive the springs known as Camp Indian Springs on Y.M.C.A. Camp Indian Springs property, more particularly described on the reverse side of this agreement (the "Property"), **I will abide by the following rules and acknowledge and agree as follows:**

- I hereby affirm that I have been advised and thoroughly informed of and clearly understand the inherent danger and hazards of cave and technical diving activities and I understand that I am expected to follow all prevailing standard safe cave and technical diving practices as described by the NACD and/or NSS-CDS. I understand that to dive anywhere on the property, I must be **fully cave certified** by either the YMCA, NACD, NSS-CDS, IANTD, TDI, or GUE and I fully certify that I hold such certification and will follow those practices.
- I further understand that to breathe media other than air I must hold the proper certification from either of the certifiable agencies and will follow all prevailing standards and diving practices for mixed gas and/or using any gas other than air and I fully certify that I hold such certification and will follow those standards and practices.
- I understand that breathing compressed air and other breathing media including, but not limited to those containing oxygen and helium, presents a risk of oxygen toxicity and/or high pressure nervous syndrome (HDNS) which could lead to my injury or death.
- Further, I understand that diving with compressed air, oxygen enriched air (nitrox), oxygen, helium and nitrogen (trimix) or other mixed gases supplied by open circuit scuba, semi-closed or fully closed circuit rebreathers involves certain inherent risks including, but not limited to, decompression sickness, embolisms, oxygen toxicity, inert gas narcosis, wildlife (including aquatic) injuries, or other baro-trauma/hyperbaric injuries which could cause my death. I further understand that such injuries can occur requiring treatment in a recompression chamber. I further understand that diving at the Property may be remote, either by time, distance, or both, from such a recompression chamber. I still choose to proceed with such dives in spite of the possible absence of a recompression chamber in proximity to the dive site.
- In condition of being allowed to participate in the activities on the Property, I hereby personally assume all risks in connection with said activities, for any harm (including death), injury or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen.
- It is my intention by this instrument to exempt and release the Released Parties from all liability or responsibility whatsoever for personal injury, property damages, or wrongful death however caused, or arising out of, directly or indirectly, including, but not limited to, the negligence of the Released Parties, whether passive or active. I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before signing it on behalf of myself and my heirs.
- I am physically and mentally fit for deep cave/technical scuba diving and I will not hold any of the Released Parties above 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 thereafter.
- I fully understand that it is my responsibility to make my family aware, as I am, that scuba diving, especially when conducted deeper than 130 feet (I acknowledge I will be diving deeper than 150 feet), is an ultra-hazardous activity and to accurately portray to them the risk of my injury or death and I have been given an opportunity to review this document with both my family and legal counsel.**
- It is my intention and agreement that this document be admissible in any and all legal proceedings, or lawsuits, that might arise from my scuba diving activities, even after my death.
- I understand and agree that it is the intent of this Agreement to prevent me or my estate, my heirs, personal representatives, and assigns from bringing any claim or lawsuit against any of the Released Parties and that I have been fully advised of the hazards of cave diving with scuba equipment and the use of all breathing media and I hereby freely assume all risk of harm, injury, including death and damage.
- I understand and agree that I am permitted on the Property only if accompanied by a Indian Springs Guide and that I may be ordered off the Property at any time by said Guide without cause.
- I understand that the terms are contractual and not a mere recital, and that I have signed this document of my own free act. Further, I understand and agree that, in the event that one or more of the provisions of this Agreement, for any reasons, 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 provision or provisions had never been contained herein.
- I have read and understand the foregoing in its entirety. I agree to the terms and conditions of each of the initialed sections above on behalf of myself, my heirs, and my personal representative. I have had ample opportunity to consider this Agreement, the General Release and Waiver of Liability and Assumption of All Risks Agreement provisions printed on the reverse hereof and I have freely and voluntarily executed said General Release and Waiver of Liability and Assumption of All Risks Agreement and this Statement of Understanding for Diving the date written below.

\_\_\_\_\_  
Diver Signature

\_\_\_\_\_  
Month/Day/Year