



Membership Agreement, Release of Liability and Express Assumption of Risk

**Please Read Carefully and Fill in All Blanks Before Signing
(NOTE: Each Member Must Complete and Sign This Waiver)**

This Membership Agreement, Release of Liability and Express Assumption of Risk, (the "Release") executed on this _____ day of _____, 200____, by _____ (member name) in favor of South Florida Underwater Photography Society, Inc., a non-profit corporation organized and existing under the laws of the state of Florida, its Board of Directors, Officers, members, employees, and agents (collectively, "SFUPS" and/or "Club"). I desire to become a member and participate with SFUPS and engage in the activities related to being a participant for any of SFUPS-sponsored activities. I hereby freely and voluntarily, without duress, execute this Release under the following terms:

Membership

1.1 This is a membership agreement between _____ (member name) and the South Florida Underwater Photography Society, Inc. It is my intention by signing this document to be contractually bound by its provisions, particularly those related to release of liability.

1.2 By signing this Release of Liability form and paying the registration fee, I acknowledge that I have voluntarily chosen to become a member of SFUPS.

1.3 In consideration for being permitted to participate in SFUPS membership and/or SFUPS activities, I specifically and expressly relinquish my right to bring any type of legal action against the South Florida Underwater Photography Society, Inc., its Board of Directors, Officers, members, employees and agents, for any and all damages to property and personal injury including death, whether caused by negligence or gross negligence of any party, whether passive or active, or otherwise.

1.4 I understand that my yearly membership is a privilege that can be revoked at any time by a majority vote of the Board of Directors should my conduct be deemed inappropriate of a member of the Club.

1.5 I understand that my membership is to be renewed yearly effective January 1st and becomes delinquent if not paid by the conclusion of the scheduled February general meeting.

1.6 I state that I am a certified scuba diver and my certification was granted on _____ (date), by the _____ (certifying agency), which assigned certification number _____.

Assumption of Risk

2.1 I am aware that scuba diving is a hazardous sport and that the Club activities involve risks and dangers, including the risk of serious injury or death. I certify that I am aware of and accept full responsibility for all of the risks involved in Club activities, including but not limited to the risks inherent in scuba diving and in the scuba diving environment, whether caused by weather conditions, air expansion injuries, drowning, decompression sickness, slipping or falling while on board a boat, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat, inexperience in the scuba diving environment, including boating procedures, and other perils of the sea, ocean, lake, river, spring or quarry, and the actions or negligence or gross negligence of Club members or participants, or any other persons, or accidents or illness in remote areas without medical facilities. I further understand that conditions exist that are beyond the control of the Club, including but not limited to hazardous marine life, sudden change in weather conditions, natural disasters and other acts of God.

2.2 I understand that diving with compressed gasses (i.e., normal air, Nitrox, Trimix, etc.) involves certain inherent risks; decompression sickness, embolism or other hyperbaric injury can occur that require treatment in a recompression chamber. I further understand that open water diving trips which the Club may coordinate, may be conducted at a site that is remote, either by time or 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.

2.3 I also understand that skin and scuba diving and boating are physically strenuous activities and that I will be exerting myself during the activities. I expressly assume all risk for, and will not hold the Club responsible for any injuries that may befall me in conjunction with such activities, whether foreseen or unforeseen, including without limitation, injuries due to heart attack, panic, hyperventilation, drowning or other injuries caused by physical strain or exertion, whether or not occurring as a result of the negligence or gross negligence of the Club, or any vessel or charter dive operation chartered by the Club.

2.4 I acknowledge that if I choose to participate in Club-related or sponsored scuba dive, that I alone am responsible for my own activities while engaging in scuba diving and that I cannot rely upon anyone to advise me of my own improper or unsafe procedures and practices, negligence or recklessness while diving. I agree that I am responsible for my own actions and state that at no time will I knowingly or willfully endanger myself or other members or guests of the Club during any diving related event that the Club may sponsor. I state that my level of dive certification is _____ and that I understand the limitations of my dive certification as set forth by the certifying agency.

2.5 I hereby personally assume all risks in connection with participating in Club activities, and I understand and agree that the Club shall not be held liable or responsible in any way for any occurrence on or at any Club-related or sponsored dive trip, boating trip, Club meeting or function, or any Club-related activity or event, which may result in harm, personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of participation by myself, my family or my guest(s) in such Club activity or as the result of the negligence or gross negligence of the Club, whether passive or active. I agree not to sue or make a claim against the Club's negligence relating to or in conjunction with the Club activities and in the event I shall prosecute any such claim, then I shall indemnify and hold the Club harmless from any loss or liability therefrom, including costs and legal fees.

2.6 I understand that although from time to time the Club, its officers, and its members may facilitate events and associations among its members, families and guests for the purpose of recreational boating, neither the Club, its officers or its members may make any representation as to the seaworthiness, safety, or reliability of any boat or any other equipment, nor as to the skill, experience, training or standard of care of any member of the Club. Nor does the Club, its officers or members make any representation that any member of the Club who operates any boat and invites other members of the Club, their families or their guests onto the boat, maintains any standard of liability insurance or otherwise possesses the capacity to compensate members or guests for damage they may incur from negligence or other operation of the boat or its equipment.

Waiver and Release

3.1 I release and forever discharge and hold harmless SFUPS, its Directors, Officers, members, employees and agents from any claim or liability or responsibility that I may have against SFUPS with respect to any bodily injury, personal injury, illness, death, or property damage however caused, including but not limited to the negligence of any Club member, whether passive or active, arising from or relating to any Club activity or event in which I or my family or guest participates that may result from participation with the Club. I also understand that SFUPS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

3.2 I acknowledge that by signing this document I specifically and expressly assume all risks and release SFUPS, its Board of Directors, Officers, members, employees and agents and to hold them harmless from any and all liabilities which may arise as a consequence of any acts or omissions on its part, including, but not limited to negligence, or gross negligence of any released party for any dive related activities, including but not limited to getting on and off vessels, ladder related injuries, and other activities including those which are incidental to scuba diving, snorkeling, underwater photography and boating. I fully recognize and understand that I am giving up my right to make a claim or file a lawsuit against SFUPS, even if they negligently or by some other act or omission caused the injury or damage.

3.3 I agree to release, hold harmless, indemnify and defend SFUPS from any and all liability claims and causes of action arising out of or connected in any way with participation in any of club-sponsored activities by myself or any minor for whom I am signing this Release as well as any costs or expenses, including reasonable attorneys' fees, incurred in connection with such claims. I further acknowledge that this agreement shall be binding on all family members, including minors, guardians, heirs and any executor or personal representative.

4.1 Insurance. I understand that the Club requires all of its members to have a dive accident insurance policy to be current and in force in order to be involved in any Club-sponsored diving activities. The Club does not in any way provide or sanction any individual diving insurance company.

5.1 Medical Treatment. I hereby release and forever discharge SFUPS from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency. Should emergency medical services become necessary to the undersigned, the expenses are the sole responsibility of me and not that of the Club. Further, I agree on my behalf that I will not hold the Club liable regarding the provision of medical and/or emergency care or the adequacy or inadequacy of any such care that may be rendered.

6.1 Other. I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. This Release shall be governed by and interpreted in accordance with the laws of the state of Florida without regard or effect being given to any choice-of-law principles. This Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Release is held to be invalid or legally unenforceable for any reason, the remainder of this Release shall not be affected thereby and shall remain valid and fully enforceable.

I have read this document. I understand that this is a full and complete release of all claims for all liability not only on my behalf but also on behalf of my heirs, all family members, representatives, and assigns. I voluntarily sign my name as evidence of my acceptance of the above provisions.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

IN WITNESS WHEREOF, I have executed this instrument on _____, 20_____.

Witness Signature

Signature of Member

If I am signing on behalf of a minor, I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the minor's parent or legal guardian, whether or not the release of the minor's own claims is found to enforceable under the applicable law. In the event that the release of the minor's own claims is held not to be enforceable, I agree to accept full responsibility for any such claim of the minor and to hold harmless, indemnify and defend SFUPS, and its respective Board of Directors, Officers, members, employees, and agents, from any and all claims by or on behalf of the minor arising out of or connected in any way with participation in any of SFUPS activities by myself or any minor for whom I am signing this agreement as well as any costs or expenses, including reasonable attorneys fees, incurred in connection with such claims.

Witness Signature

Signature of Parent or Guardian (where applicable)