

## ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

This Assumption of Risk and Release from Liability (“Agreement”) pertains to an opportunity offered by Indiana University, \_\_\_\_\_ [School/Dept.], on behalf of the Trustees of Indiana University (“IU”), to participate in activities being offered during \_\_\_\_\_ [class or event], to be held at \_\_\_\_\_ [location] from \_\_\_\_\_ [start date] to \_\_\_\_\_ [end date].

I, \_\_\_\_\_ [participant name], wish to participate in Snorkeling and/or Scuba Diving Activities, in consideration of the services to be rendered in organizing the Snorkeling and/or Scuba Diving Activities and in consideration of my participation in the Snorkeling and/or Scuba Diving Activities, I hereby agree to the following:

1. I understand activities for Snorkeling and Scuba Diving may include, but are not limited to, the following: intense or extreme physical activity; physical exertion such as lifting or moving heavy objects; consumption of food and/or beverage; and the following additional activities: skin and scuba diving; using snorkeling and/or scuba diving gear as a tool for scientific study; diving with compressed air; and confined and/or open water activities, some of which may require trips, which are necessary for training and for certification, to a site that is remote, either by time or distance or both, from a recompression chamber.
2. I understand that certain risks are inherent in participation of Snorkeling and/or Scuba Diving Activities. These risks may include, but are not limited to, such things as incidents related to the above mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following additional risks: drowning; decompression sickness; embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber or otherwise; heart attack; panic attack; hyperventilation; and injury or death related to improper use of equipment or equipment failure.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Snorkeling and/or Scuba Diving Activities, including Professional Association of Dive Instructors, the other participants of the Event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in Snorkeling and/or Scuba Diving Activities is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in Snorkeling and Scuba Diving Activities. I agree to assume the risks of my participation in the Snorkeling and/or Scuba Diving Activities, including the risk of catastrophic injury or death.**
5. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to Snorkeling and/or Scuba Diving Activities.

6. I fully understand that all IU policies and regulations, including those embodied in the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior for the entire duration of Snorkeling and/or Scuba Diving Activities. I understand that any violations of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the Indiana University Police Department and/or the Office of Student Ethics for disciplinary action.
7. **I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in Snorkeling and/or Scuba Diving Activities, whether caused by IU's negligence or otherwise, to the fullest extent permitted by law.**
8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to Snorkeling and/or Scuba Diving Activities that purports to establish the venue for any litigation arising from Scientific, Recreational, and/or Training of Snorkeling and/or Scuba Diving Activities, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to Snorkeling and/or Scuba Diving Activities, in any court other than the Circuit Court of Monroe County, Indiana.
9. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print) \_\_\_\_\_

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

**If Participant is under 18 years old, his/her parent or guardian must sign below.**

Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date \_\_\_\_\_