

UNIVERSITY OF MARYLAND
DIVING CONTROL BOARD

RELEASE AND WAIVER and
INFORMED CONSENT
AGREEMENT

In consideration of being permitted to participate as a voluntary diver in the diving program, skin and/or scuba diving activities, and incidental activities related thereto ("Diving Activities") and described below, that are to be conducted under the auspices of or in cooperation with the University of Maryland (University), a public agency and instrumentality of the State of Maryland (State), through the University's Department of _____, I, _____, the undersigned participant, hereby represent that I

- (1) Am at least eighteen years of age; and
- (2) Hold at least a basic recreational scuba diving certification from a nationally recognized certification organization; and
- (3) Have obtained a copy of the UM Dive Safety Manual and am familiar with its content, including its safety requirements. The Dive Manual is available online at http://www.des.umd.edu/risk_comm/diving/index.htm or from the Dive Safety Officer (DSO); and I
- (4) Am fully aware of and understand the obligations and requirements to maintain my diving skills, physical fitness and mental preparation for all dives; the dangers associated with Diving Activities, including but not limited to near drowning, air embolism, carbon dioxide excess, squeezes, oxygen poisoning, nitrogen narcosis, exhaustion and panic, respiratory fatigue, motion sickness, decompression sickness (D.C.S.), hypothermia, hypoxia/anoxia, barotrauma, hyperbaric treatment, hyperoxic, hypercapnia D.C.S, pneumothorax, mediastinal emphysema, air embolism, subcutaneous emphysema, ruptured eardrum or round window rupture, paralysis, arterial gas embolism (A.G.E.) (see <http://www.scuba-doc.com/glssry.html>) and being fully informed of these obligations, requirements and dangers, I voluntarily assume all risk of loss, damage, illness, injury to my person or property and death that may result from my participation in Diving Activities; and
- (5) Have and will continue to have for the duration of Diving Activities health insurance that is adequate to cover any injuries or illnesses that I may sustain in connection with Diving Activities and that will apply to Diving Activities conducted outside the United States.

I further agree to:

- (6) Conduct all Diving Activities as no-decompression dives; and
- (7) Indemnify and hold harmless the State, the University and their officers, agents and employees from and against any and all claims or causes or action by whomever or wherever made or presented for personal injuries, property damage or wrongful death related to or arising out of Diving Activities; and
- (8) Fully and finally waive and release the State, the University and their officers, agents and employees from and against any and all actions or causes of action, claims, or demands that are associated with or related in any way to the Diving Activities whether or not such actions, claims, or demands arise out of the negligence, omission, default or other action of the University, its officers, agents, employees and/or any person or entity associated with Diving Activities.

This Agreement represents my complete understanding with the University regarding the subject of this agreement. I understand that this Agreement may not be modified without my written agreement and that, in the event of a dispute regarding its terms, this Agreement will be governed by the laws of the State of Maryland. I certify that I have read this Agreement, have been afforded the right to consult an adviser or attorney prior to signing it, understand its terms and conditions and voluntarily execute this Agreement.

Participant name	Signature	Date
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Address

E-Mail Address _____ Date of Birth _____

(If participant is under 18 years old you must contact the Dive Safety Officer at wsarro@umd.edu) 9/11/02