

**KAUFMAN RECREATIONAL MANAGEMENT, INC
AND
CLEAR SPRINGS SCUBA PARK, LLC
WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

In consideration of permitting me (PRINT NAME)

_____, access to and use of **CLEAR SPRINGS SCUBA PARK LLC, which is managed by KAUFMAN RECREATIONAL MANAGEMENT, INC.**, property, floating docks, underwater platforms, open water training facility, equipment and boats and allowing me to participate in skin and/or scuba diving classes or activities or any water-related other activity from or on the property located in Terrell, Kaufman County, Texas, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging in or receiving instruction in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue.

I RECOGNIZE THAT SCUBA DIVING MAY BE DANGEROUS AND CAN RESULT IN INJURY OR DEATH

I, for myself, my heirs, executors, administrators, and assigns hereby release, discharge, waive and relinquish any and all actions or causes of action, aforesaid, which may hereafter arise for me and my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, present any claim for personal injury, property damage, or wrongful death against its officers, instructors, agents, or employees for any of said causes of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intention, by this instrument, to exempt, relieve, indemnify and save/hold harmless **CLEAR SPRINGS SCUBA PARK LLC AND KAUFMAN RECREATIONAL MANAGEMENT, INC.**, their facilities, or any of its officers, instructors, agents, or employees from liability for personal injury, property damage, or wrongful death arising from the use of the facilities.

I have been informed that **CLEAR SPRINGS SCUBA PARK LLC** is remote both by time and distance from a recompression chamber. I hereby agree that I will not perform any dives at **CLEAR SPRINGS SCUBA PARK LLC** that “require” decompression (No Decompression Dives Only). I understand the dangers of breath-holding while scuba diving and agree never to hold my breath while ascending. I also acknowledge and understand there are underwater overhead environments that require advanced diving skills and I agree not to exceed my personal diving limitations and or training. I will not attempt ANY dive that I do not feel completely comfortable and safe with nor trained for.

I acknowledge that I have read and fully understand the foregoing paragraphs and have been fully and completely advised of the potential dangers incidental to engaging in the activity and instructions of skin and/or scuba diving, and/or the use of CLEAR SPRINGS SCUBA PARK LLC, facilities or boats, and I am fully aware of the legal consequences of signing this instrument.

I understand that I may be required to execute subsequent waivers, releases and indemnity agreements on an annual or other periodic basis.

In witness whereof, the undersigned has hereto set his/her hand this _____ day of _____, 20_____.

GROUP LEADER-PRINT

SIGNATURE OF PARTICIPANT

AFFILIATION

WITNESS

PARTICIPANT’S DOB/AGE

CERT NUMBER