

BLUEGRASS DIVE CLUB, INC.
WAIVER AND RELEASE OF LIABILITY FORM
DIVE ACTIVITY WAIVER

The undersigned member or guest of a member of the Bluegrass Dive Club, Inc., desiring to participate in Club programs and activities, including scuba diving trips organized as a Club activity, or organized by a Club member, and advertised or promoted through the Club, hereby agree as follows:

I attest that I, as well as any scuba diving guest, am duly certified to engage in scuba diving activities, by an agency generally recognized for such testing and certification. I understand that the Club does not offer insurance programs and encourages its members to obtain appropriate insurance coverage for participation in Club activities, such as enrollment in the DAN program.

I acknowledge that scuba diving, like many physical activities, poses certain inherent health risks that can result in serious injury or even death. The Club does not require an examination by a medical expert to identify any pre-existing mental or physical limitations that may affect my ability to safely engage in diving activities.

I also understand that Club members who assist by undertaking to arrange and organize dive trips or activities are designated as "trip Divemaster," but that such designation does not offer the usual meaning in the industry, that the trip organizer and the Club do not hold that person or the Club out as affording any special expertise or skill available to members or guests who participate in Club sponsored or promoted activities.

I understand and agree that, as a condition of participating in Club activities, I hereby waive and release the Club, its Officers and Directors, as well as individual members who assist the Club in organization of diving trips or other activities, from any liability arising from death, personal injury, or property damage that may be sustained by me or any guest while engaged in such activities or any other undertaking associated with such activities, even if caused by the acts or omissions of others.

This release will be binding on my spouse, my heirs, my personal representative, my assigns, my children, any guardian ad litem for my children and me.

This release and waiver is executed as a specific release as to the following Club activity or scuba diving trip:

Location: Lake Cumberland Trip - 2009
Trip dates: September 26th & 27th, 2009

I have read, understand and agree to all of the above on this _____ day of _____, 20____

Signature: _____

Name (Printed): _____

Address: _____

Telephone: _____