

PHILIPS OUTDOOR CENTER INC.
STATEMENT OF UNDERSTANDING, WAIVER AND RELEASE – 2020
Scuba Diving Activities

Please print your name, read, and sign if you agree to these terms.

IN CONSIDERATION of the opportunity afforded to me to participate in scuba diving with skin or scuba equipment, or other underwater or surface apparatus, such opportunity afforded to me at my specific request in the location known as Philips Outdoor Center Inc., located at 1711 East Washington Street, in Muncie, Indiana, and in recognition of the possible dangers to which I voluntarily subject myself in participating in SCUBA diving with skin or scuba equipment or other underwater apparatus,

I, the undersigned, _____, hereby affirm that I am over the age of _____
(Diver's name - Please Print)

eighteen (18) years, or have my parent or guardian's permission as indicated by their signature below,
HEREBY AGREE AS FOLLOWS:

1. I am aware of the risks associated with skin and scuba diving and related activities. I will dive using equipment and techniques within the limits of my training and abide by the accepted standards of that training.
2. I knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my participation in scuba diving and related activities with skin or scuba equipment, or any other underwater apparatus, on the grounds and in waters located at Philips Outdoor Center Inc. The validity, interpretation, and any dispute thereof, regarding this release shall be controlled by and construed under the laws of the State of Indiana.
3. I assume all risks of injury or illness to myself, including death by drowning, or other accident, and to my property, while participating in scuba diving and related activities, including training classes in the use of skin or scuba diving equipment and techniques whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Philips Outdoor Center, Inc, or by any other person, which could result in death or serious disability. I am aware that this site is remote, and a recompression chamber may not be available.
4. For myself and my heirs, personal representatives, or assigns, from the date of this Statement of Understanding, Waiver and Release agreement, and forever hereafter, hold the said Philips Outdoor Center Inc., any person representing these interests including Thomas R. Leaird and Leaird's Underwater Service and associated Instructors and Assistants, Divemasters or other personnel, harmless and blameless for any injury or illness to myself, including death, occasioned by my participation in, or presence at, Philips Outdoor Center, Inc., whether resulting by or through negligence.
5. Should I, my heirs, personal representatives or assigns, institute any action against either Philips Outdoor Center, Inc., Thomas R. Leaird and Leaird's Underwater Service and associated Instructors or Assistants arising out of injury to myself or property, as a result of scuba diving or my presence on the grounds of Philips Outdoor Center Inc then and in that event, I for myself and my heirs, legal representatives and assigns, I HEREBY AGREE to pay all costs of such action, including attorney fees incurred by them.
6. I give specific authorization to the scuba diving instructor to authorize hospital medical treatment for any diving related malady, should such occur during any water activity.
7. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS STATEMENT OF UNDERSTANDING, WAIVER AND RELEASE BY READING IT BEFORE SIGNING IT.
8. If my health or other condition relating to my ability to scuba dive safely changes in the future, I agree to inform Philips Outdoor Center Inc of these changes and complete a new Waiver and Release before any further participation.

DIVER/STUDENT SIGNATURE _____ AGE _____

ADDRESS _____ TODAY'S DATE _____

CITY _____ STATE _____ ZIP _____

PARENT OR GUARDIAN SIGNATURE _____

WITNESS SIGNATURE _____