

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

This Assumption of Risk and Release from Liability (“Agreement”) pertains to an opportunity offered by the Trustees of Indiana University on behalf of the IU Diving Control Board (“IU”). I, the undersigned, give permission for my Child to participate in _____ [Program/Activity] at _____ [Location] on _____ [Date(s)] (the “Program”). In consideration of the services to be rendered in organizing the snorkeling and/or scuba diving activities, and in consideration of my Child’s participation in the snorkeling and/or scuba diving activities, I hereby agree to the following:

1. I understand the Program consists snorkeling and scuba diving activities. 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 as part of my Child’s participation in the Program there are dangers, hazards, and inherent risks to which my Child may be exposed, including, but not limited to, the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further understand that participating in the Program may involve other risks and dangers, whether known or unknown nor reasonably foreseeable, including the following: 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 my Child takes part or participates 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. I fully understand the scope of the activities and the risks involved. I voluntarily accept and assume all risks of injury, loss of life, or damage to property arising out of my Child’s participation in the Program.
4. **I understand that my Child’s participation in snorkeling and/or scuba diving activities is entirely voluntary and taken at my own risk. I full 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 Child’s 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 my Child or for damage to personal property, and that IU strongly recommends that my Child has health, medical and property insurance for the purposes of potential losses related to snorkeling and/or scuba diving activities.
6. I fully understand that all IU policies and regulations are in effect and apply to my Child’s 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 referral to the Indiana University Police Department and/or the Office of Student Ethics for disciplinary action.
7. **I hereby release and fully discharge IU, including its officers, employees, and agents, from any and all claims or causes of action, including all liability for damage to personal property or personal injury which may result from my Child’s participation in the Program, that may be brought by me or my Child or for any injury or loss which may result from my participation in snorkeling and/or scuba diving activities, whether caused by negligence or otherwise, to the fullest extent permitted by law.**

8. I further release, indemnify, and hold harmless IU, including its officers, employees, and agents, from and against any and all liability, actions, debts, claims, and demands of every kind whatsoever, including, but not limited to, any claim for negligence and/or any present or future claim, loss, or liability for which my Child may be liable to any other person or to IU that arises out of my Child's participation in the Program.
9. In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport for my Child on my behalf. I waive my right to receive informed consent prior to such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.
10. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Program that purports to establish the venue for any litigation arising from this Program, I agree that I will file no action against The Trustees of Indiana University or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Program, in any court other than the Circuit Court of Monroe County, Indiana.
- 11. I have read this entire Agreement, I fully understand it, and I agree to be bound by it. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself and my Child, but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.**

Child's name

Parent/guardian signature

Parent/guardian name

Date