



## OXYGEN ENRICHED AIR AND EQUIPMENT RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

This document is a legally binding contract which is intended to provide a comprehensive release of liability and express assumption of risk and is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state and country to country. I hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving, and the hazards of scuba diving with oxygen enriched air.

\_\_\_\_ I understand that diving with oxygen enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas.

\_\_\_\_ I understand the usual inherent risks of scuba diving; including but not limited to decompression sickness, air embolism, drowning, or other injuries; that may occur that require treatment in a recompression chamber.

\_\_\_\_ I understand that the open water diving trips, which are necessary for training and certification, or for my own recreation may be conducted at a site that is remote, whether by time or distance or both, from such recompression chamber. I still choose to proceed with such instruction or recreational dives despite the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_ I hereby release from legal liability : Alex Adventures Cozumel, all those working with Alex Adventures Cozumel, Dorian Alejandro Canul, dive masters, captains, mates, and assistants, as well as the owners, officers, directors, employees, agents, instructor(s) and/or guide(s), all recognized training associations or companies, and their owners, officers, employees, agents or assigns, and any other manufacturers and distributors of the Nitrox generation system (hereinafter the "Released Parties") from any and all liability for damage and injury or death to myself or to any persons or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and/or the oxygen enriched air it produces, and of any claim based upon negligence, breach of warranty, contract or any other legal theory, accepting myself the full responsibility for such damage, injury or death which may result from using oxygen enriched air.

\_\_\_\_ On behalf of myself and my heirs, executors, administrators or assigns I hereby release, waive, discharge and relinquish any action or cause of action, which may arise for my heirs, executors, administrators and for my estate and agree that under No circumstance will I or my heirs, executors, administrators or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Released Parties for any cause of action, whether the same shall arise by the negligence of any of said persons, or otherwise. IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT.

\_\_\_\_ On behalf of myself and my heirs, executors, administrators or assigns I agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted by or on behalf against the Released Parties, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented from personal injuries, property damage or wrongful death.

\_\_\_\_ I affirm that I have completed training from a recognized enriched air training organization and have presented a certification card as evidence of successful completion of said training.

\_\_\_\_ I affirm that I personally analyzed and that I will personally analyze on all future dives the oxygen enriched air in all the scuba cylinder(s) I use. I fully understand that such enriched air may be used to only the maximum depth(s) indicated by the Nitrox tables I will use from my training.

\_\_\_\_ I affirm that I have analyzed the cylinder pressure(s) and have indicated the Maximum Depth (MOD) and the correct cylinder pressure in the appropriate spaces on the appropriate Nitrox log sheet record.

\_\_\_\_ I hereby agree to accept the terms and conditions of this contract. This document constitutes that final and entire agreement between the Released Parties and the undersigned. The Released Parties provide NO WARRANTIES, express or implied and this product is accepted "AS IS."

\_\_\_\_ I am of lawful age and legally competent to sign this release, or I have acquired the written consent of my parent or guardian.

\_\_\_\_ I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN DIVING WITH OXYGEN ENRICHED AIR AND THAT I UNDERSTAND AND AGREE THAT BY SIGNING THIS INSTRUMENT I AM GIVING UP MY RIGHT TO COLLECT MONETARY DAMAGES FROM THE RELEASED PARTIES FOR PERSONAL INJURY, PRODUCTS LIABILITY, PROPERTY DAMAGE OR WRONGFUL DEATH DUE TO NEGLIGENCE.

Name: \_\_\_\_\_ Birth Date: mm / dd / yyyy Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Certifying Nitrox Agency : \_\_\_\_\_ Nitrox Certification #: \_\_\_\_\_

Witness\_Name: \_\_\_\_\_ Witness\_Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Name and Signature of Parent or Guardian if Name is under 18 years old