



San Francisco State University Scientific Diving Program Waiver, Release, and Indemnity Agreement

I, _____, understand that there are risks and dangers inherent in participating and/or receiving instruction in SCUBA diving, skin diving, and/or snorkeling (hereinafter referred to as "activity"). I also understand that in order to participate and/or receive instruction in this activity, I must give up my rights to hold the California State University system and San Francisco State University liable for any injury or damage which I may suffer while participating and/or receiving instruction in this activity.

Knowing this and in consideration of being permitted to participate and/or receive instruction in this activity, I, _____, hereby voluntarily release the California State University system and San Francisco State University from any and all liability resulting from or arising out of participation and/or receipt of instruction in the activity.

I understand and agree that I am releasing not only the entity set forth in the paragraph above, but also the officers, agents, and employees of those entities.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or had, whether past, present, or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of participation and/or receipt of instruction in the activity, except for the acts or omissions of the California State University system, San Francisco State University, its officers, agents, and employees which are found to be negligent by a court of competent jurisdiction.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death, which I may suffer, even if caused by the acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in the activity.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children, and any guardian ad litem for said children.

I understand that by signing this Agreement I am agreeing to release, indemnify, and hold the California State University system, San Francisco State University, and their officers, agents, and employees harmless from any and all liability costs, including attorneys fees, associated with or arising from my participation and/or receipt of instruction in the activity.

I understand and agree that if I am signing this Agreement on behalf of a minor, that I will give up the same rights for said minor as I would be giving up if I signed this document on my behalf.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in said activity.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SCUBA DIVING, SKIN DIVING, AND/OR SNORKELING. FOR EXAMPLE: RISK OF SEVERE INJURIES DUE TO WATER TEMPERATURE, DEPTH OF DIVING, WATER PRESSURE CHANGES, DIVE BOAT ACCIDENTS, WEATHER AND OCEAN CONDITIONS, CONTACT WITH MARINE ANIMAL AND/OR PLANT LIFE, DIVING EQUIPMENT FAILURE, HAZARDOUS OCEAN BOTTOM TOPOGRAPHY, THIRD-PARTY LIABILITY, CRIMINAL ACTIVITY, AND DEATH.

Signature of Applicant Date Signature of Witness Date