

Scientific Dive Program Participation and Assumption of Risk Agreement

General Acknowledgments:

In consideration of being permitted to participate as a voluntary diver in the scientific diving program, skin and/or scuba diving activities, and incidental activities related thereto ("Diving Activities ") and described below, that are to be conducted under the auspices of or in cooperation with the College of William & Mary ("the university") an agency of the Commonwealth of Virginia, through the university's Virginia Institute of Marine Science (VIMS), I, the undersigned participant, hereby represent that I

- (1) Am at least eighteen years of age; and
- (2) Hold at least a basic recreational scuba diving certification from a nationally recognized certification organization; and
- (3) Have obtained a copy of the VIMS Manual for Scientific Diving Safety and am familiar with its content, including its safety requirements. I agree to submit dive plans for approval in advance of Diving Activities as outlined in the VIMS Manual for Scientific Diving Safety. The VIMS Manual for Scientific Diving Safety is available on-line at https://www.vims.edu/research/marine_ops/dive_ops/dive_safety_manual/vims_scientific_diving_manual_aaus_2022.pdf; and
- (4) Am fully aware that I must annually complete and submit this Participation and Assumption of Risk Agreement to remain eligible to be authorized to participate in future Diving Activities; and
- (5) Am fully aware of and understand the obligations and requirements to maintain my diving skills, physical fitness and mental preparation for all dives; and
- (6) Have and will continue to have for the duration of Diving Activities health insurance that is adequate to cover any injuries or illnesses that I may sustain in connection with Diving Activities and that will apply to Diving Activities conducted outside the United States where applicable, such as coverage provided by Divers Alert Network's Dive Accident Insurance.

Assumption of Risk: I FULLY APPRECIATE THE NATURE AND EXTENT OF THE RISK involved in Diving Activities. Participation in Diving Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks include, but are not limited to near drowning, air embolism, carbon dioxide excess, squeezes, oxygen poisoning, nitrogen narcosis, exhaustion and panic, respiratory fatigue, motion sickness, decompression sickness (D.C.S.), hypothermia, hypoxia/anoxia, barotrauma, hyperbaric treatment, hyperoxic, hypercapnia D.C.S, pneumothorax, mediastinal emphysema, air embolism, subcutaneous emphysema, ruptured eardrum or round window rupture, paralysis, arterial gas embolism (A.G.E.) (see <https://dan.org/wp-content/uploads/2021/08/dan-dfa-pro-handbook-v3.pdf>) and being fully informed of these obligations, requirements and dangers, I voluntarily assume all risk of loss, damage, illness, injury to my person or property and death that may result from my participation in Diving Activities.

I HEREBY ACKNOWLEDGE THAT MY PARTICIPATION IS STRICTLY VOLUNTARY, AND THAT BY SIGNING THIS DOCUMENT I KNOWINGLY ASSUME ALL RISKS. I agree to stop and request

assistance if I experience any symptoms such as, but not limited to, dizziness, excessive fatigue, shortness of breath, pain or any other conditions which would make it difficult or unsafe to continue.

Representations Concerning Health: With full knowledge of the risks, I represent that I am in good health and do not have any condition which will interfere with my ability to participate in Diving Activities or endanger my health in connection with Diving Activities. I acknowledge valid and current insurance to cover any injury or damage I may cause or suffer while participating in Diving Activities or otherwise agree to personally bear the costs of such injury or damage. I authorize but do not obligate the university to seek emergency medical treatment on my behalf in the event of an accident or illness that occurs while participating in Diving Activities. I assume my own responsibility of physical fitness and capability to participate in Diving Activities and attest that I am physically able to do so.

Indemnification: I agree to indemnify and hold harmless the Commonwealth of Virginia, the university and its officers, agents and employees from and against any and all claims or causes or action by whomever or wherever made or presented for personal injuries, property damage or wrongful death related to or arising out of my acts or omissions occurring while participating in Diving Activities. Nothing in this Agreement should be construed as a limitation, release or waiver of any personal injury action, suit, damage, claim or judgment that is based solely on the College's negligence, reckless, or intentional act.

Severability: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability and assumption of risk and fully understand its terms and have been afforded the right to consult an adviser or attorney prior to signing it. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a release of liability as stated above and as it relates to Diving Activity to the greatest extent allowed by law. I further state that I am of lawful age and legally competent to sign this affirmation and release; that I understand the terms herein are contractual and not mere recital; and that I have signed this document as of my own free act.

PARTICIPANT:

Print Name

Signature

Date