

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Signature of Participant

Name	Last	First	Initial	Phone
Address	Street	City		Prov.
	Postal Code	E-mail	Birthdate / M / D / Y /	
Activity	Specific Course/Program/Charter/Event:			

TO: Bottom Dwellers Freediving Ltd., Performance Freediving International (PFI) and International Training, and their respective directors, officers, employees, instructors, assistant instructors, divemasters, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns **(hereinafter collectively referred to as the "Releasees")**.

DEFINITION

In this Release Agreement "**Freediving Activities**" shall include but is not limited to: all free diving coaching, training, instructional or practice sessions and workshops; freediving, skin diving, scuba diving and line diving; freedive spearfishing; freedive harvesting; pool sessions; day charters; and all services, use of facilities, rental or use of diving equipment, or transportation either provided by or arranged by the Releasees, including all travel by or movement around dive boats or other vessels or other vehicles.

ASSUMPTION OF RISKS

I am aware that participating in Freediving Activities involves various risks, dangers and hazards including serious injury or death. These risks, dangers and hazards include but are not limited to: marine life injuries; hypoxia; barotrauma; loss of consciousness underwater; shallow water blackout; embolism; oxygen toxicity; hypothermia; drowning; equipment failure; being struck by surface vessels; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FREEDIVING ACTIVITIES.**

I acknowledge that in the event of an accident, illness or emergency, diving locations may have limited or no medical facilities and communication or evacuation may be delayed. I agree that I will never freedive/breath-hold dive alone. I will always freedive under the direct supervision of an equally trained and qualified buddy at all times.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FREEDIVING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in Freediving Activities and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may at any time in the future have against the **RELEASEES AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Freediving Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN FREEDIVING ACTIVITIES;

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Freediving Activities;
2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Freediving Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant
Date (DD/MM/YYYY)
Signature of Parent/Guardian if under 19 years of age

Signature of Witness
Please Print Name of Witness clearly

IMPORTANT - PLEASE READ

Some pre-existing physical conditions may increase your risk of injury while taking part in freedive/breath-hold activities. Because of this, International Training (ITI), has developed the following medical questionnaire to make you aware of these conditions. Failure to address these conditions with a doctor prior to engaging in freedive breath-hold diving activities may endanger your safety as well as the safety of any person you may dive with.

MEDICAL QUESTIONNAIRE

Participant's full name (print) _____
Last / Family / Surname First / Given Initial

Instructor(s) name (print) _____
Last / Family / Surname First / Given Initial

Please read each question carefully and answer it by checking either YES or NO. Please explain any "yes" answers in the space provided at the bottom of this questionnaire. This form and your answers will be kept confidential. A positive answer will not necessarily exclude you from participating in ITI endorsed activities/events/competition, but a positive answer requires you to review this form with a physician to obtain their assessment and clearance for you to participate in any in-water activities.

- 1. NEUROLOGICAL CONDITIONS:** Any history or current condition related to seizure disorder, stroke, brain surgery, black out, severe migraine headaches, vertigo or dizzy episodes, significant head injury or aneurysm of the brain's blood vessels. History of any intracranial brain bleed.
Yes No
- 2. CARDIOVASCULAR CONDITIONS:** Any history or current condition related to heart attack, heart surgery, irregular heartbeat, uncontrolled elevated blood pressure (hypertension), heart murmur, known PFO, acute pulmonary edema associated with swimming or diving.
Yes No
- 3. ASTHMA:** Any history or current condition related to asthma or asthma attacks, wheezing caused by exercise, anxiety, cold, fatigue, etc. Any history or current condition requiring medication and/or use of an inhaler for control of wheezing.
Yes No
- 4. PULMONARY CONDITIONS:** Any history or current condition related to spontaneous collapsed lungs, collapsed lungs due to injury, any history of Pneumothorax, cysts or air pockets of the lungs, severe damage to lung tissue, emphysema, or any lung problem which interferes with your ability to breathe. Any history of lung or tracheal squeezes due to previous breath-hold activities.
Yes No
- 5. EAR CONDITIONS:** Any history or current condition related to permanent holes of the eardrums, history of ruptured eardrums, permanent tubes in eardrums, severely impaired hearing or hearing loss in one or both ears, otitis media, middle ear infection, severe surfer's ear or major ear surgery.
Yes No
- 6. SINUS CONDITIONS:** Any history or current condition related to tumor, polyps, or cyst of the sinus cavities or nasal passages, major sinus surgery or persistent sinus infection.
Yes No
- 7. DIABETES MELLITUS:** Any history or current condition related to Type I Diabetes (Insulin dependent) or Type II Diabetes, which requires insulin or oral medication for control. Any form of Diabetes that is unstable, "brittle" or produces episodes of hypoglycemia (low blood sugar reactions), hyperglycemia (extremely high blood sugar with ketosis) or if there is related kidney disease, eye disease, heart disease or blood vessel disease. Also, any history or current condition related to elevated blood sugar during pregnancy.
Yes No
- 8. PREGNANCY:** Are you pregnant or currently planning to become pregnant?
Yes No
- 9. FREEDIVING / SCUBA DIVING CONDITIONS:** Any history or current condition related to a diving accident, decompression sickness, decompression of the inner ear or air embolus.
Yes No
- 10. MEDICATION:** Any medication taken on a regular basis either over-the-counter or prescribed by a physician.
Yes No
- 11. GENERAL MEDICAL PROBLEMS:** Any physical, psychiatric/psychological or emotional condition not referenced above that might affect your safety in an underwater environment or affect your judgment under times of physical or emotional stress
Yes No

Participant's Signature: _____ Date: _____
Day / Month / Year

Doctors Information When Required

Doctors name / stamp: _____

Doctors signature: _____ Date: _____
Day / Month / Year

My signature above certifies that I have reviewed the above-named individual's medical form with them and find no medical contraindications for their participation in breath-hold and freediving activities.

BOTTOM DWELLERS

Photo And Video Release:

Bottom Dwellers Freediving Ltd.

I, _____, hereby authorize Bottom Dwellers Freediving Ltd. (hereafter in this document referred to as “Bottom Dwellers”) to use my likeness in photographs and/or video in any and all of its publications, including but not limited to printed and digital publications. I understand and agree that any photograph/video captured during this course/coaching session/recreational dive/charter or other Bottom Dwellers event containing my likeness will be the property of Bottom Dwellers.

I acknowledge that my participation in Bottom Dwellers sponsored activities is voluntary and that I will receive no financial compensation for the use of my likeness.

I hereby irrevocably authorize Bottom Dwellers to edit, alter, copy, exhibit, publish or distribute any such likeness of myself for purposes of publicizing Bottom Dwellers’ programs, other business or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my likeness in any photograph or video produced by Bottom Dwellers and/or its affiliates.

I hereby hold harmless and release and forever discharge Bottom Dwellers from all claims, demands and cause of action which I, my heirs, representatives, executors, administrators or nay other person acting on my behalf, or on behalf of my estate, have or may have related to this authorization and use of my likeness.

I am at least 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning and impact of this release in its entirety.

Signature:

Date:

Printed Name: