

Blue Grotto Dive Resort Inc.

Release and Waiver of Liability Agreement

In consideration of the opportunity afforded me to participate in actual springs and cave diving, with SCUBA gear, or other underwater apparatus, such opportunity afforded to me at my specific request, in the springs located on the following described real property in Levy County, Florida, to wit: NW 1/4 of section 2, township 13 south, range 18 east, including, but not limited to, BLUE GROTTO SINK AND CAVE SYSTEM, and in recognition of the possible danger to which I may voluntarily subject myself in participating in springs and cave diving with SCUBA gear, or any other apparatus,

I, the undersigned, _____ being over the AGE of EIGHTEEN (18) years, HEREBY AGREE AS FOLLOWS:

1. Knowing freely and voluntarily, for myself, my heirs, personal representatives and assigns, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my participation in spring and cave diving, with SCUBA gear, or any other underwater apparatus, in any and all springs or waters located on or adjacent to, said described real property from which any liability may or could accrue to Dave Myler/Kurt Huber, or Blue Grotto propriety LLC/Stellina LLC.
2. Assume all risks of injury to myself, including death by drowning or other accident, and to my property, while participating in springs and cave diving, or in any activities incidental thereto.

3. Assume all risks of injury to myself, and to my property, while present at the springs and cave diving activities.
4. For myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the said Dave Myler/Kurt Huber, or Blue Grotto propriety LLC/Stellina LLC, harmless and blameless for any injury to myself, including death occasioned by my participation in, or presence at, springs and cave diving activities, whether resulting by or through the negligence of Dave Myler/Kurt Huber, or Blue Grotto propriety LLC/Stellina LLC, their agents, servants, officers or employees. Should I, my heirs, personal representatives or assigns, institute any action against either Dave Myler/Kurt Huber, or Blue Grotto propriety LLC/Stellina LLC, arising out of injury to myself or my property, as a result of springs or cave diving, then in that event, I for myself and my heirs, legal representatives and assigns, HEREBY AGREE to pay all costs of such action including attorneys fees incurred by them.

By my signature I hereby agree to waive and release Blue Grotto propriety LLC/Stellina LLC and all affiliate businesses and staff of all negligent acts, errors or omissions by them to the fullest extent allowed by Florida Law.

WITNESS my hand, seal this DATE: _____
PRINT DATE CLEARLY

Diver Signature

Diver Contact Info (PRINT CLEARLY)

FIRST NAME	MIDDLE INITIAL	LAST NAME	
STREET ADDRESS OR PO BOX			
CITY		STATE	ZIP CODE
MOBILE PHONE NUMBER		E-MAIL ADDRESS	

Witness Signature (Not required if signed digitally in Acrobat)

Witness Contact Info (PRINT CLEARLY)

FIRST NAME	MIDDLE INITIAL	LAST NAME	
STREET ADDRESS OR PO BOX			
CITY		STATE	ZIP CODE
MOBILE PHONE NUMBER		E-MAIL ADDRESS	

What is your highest level of recreational diver certification?

(Use exact or closest value)

- OPEN WATER
- ADVANCED OPEN WATER
- RESCUE DIVER
- DIVEMASTER
- ASSISTANT INSTRUCTOR
- INSTRUCTOR

CHECK HERE IF YOU ARE A STUDENT

Through which agency is this certification?

(List cert date, number)

- IANTD PADI
- GUE SSI
- NASE TDI/SDI
- NAUI YMCA
- OTHER: _____

Cert Date: _____

No. _____

Initial the boxes below where applicable

I understand that only certified divers and those under the direct supervision of a qualified instructor may scuba dive at Blue Grotto. I further understand that I may not lend scuba equipment to uncertified individuals or attempt to teach them to dive unless I am an insured scuba instructor who has registered with Blue Grotto.

I have watched the Blue Grotto orientation/safety video, either on *DiveBlueGrotto.com* or at the store, and understand the risks and hazards associated with this type of diving, the steps I can take to help minimize these risks as well as the steps I can take to be considerate of fellow divers when diving Blue Grotto.

Statement of Understanding

The Cave at Blue Grotto Dive Resort

By signing where indicated below, I acknowledge that I have read, understand and agree to abide by the following:

- I understand that, unlike most popular north-central Florida underwater caves, The Cave at Blue Grotto Dive Resort is unique in both its pristine condition and lack of normal cave diving traffic marks. I understand that the owners of Blue Grotto, in making this cave available for guided dives, have as their primary goal maintaining this pristine condition for future generations of divers.
- I understand that, to help preserve its natural beauty, The Cave at Blue Grotto Dive Resort is only available on a guided basis. I will not attempt to dive the cave unless accompanied by a qualified guide.
- I understand that The Cave at Blue Grotto Dive Resort is both very silty and very fragile. Not only do all normal cave conservation practices apply, I understand that I am to limit my propulsion techniques to frog and modified flutter kicks. *No pulling* (“pull and glide”) of any kind is allowed in The Cave at Blue Grotto Dive Resort, nor is it okay to touch or pull on fragile formations.
- I understand that, unless my guide is already familiar with my buoyancy control skills and abilities, I will be asked to demonstrate in the Blue Grotto basin prior to entering the cave. If my guide deems that my skills are in any way lacking, I understand that I *will not* be allowed to dive The Cave at Blue Grotto Dive Resort until I can demonstrate adequate improvement.
- I acknowledge that I have been to www.BlueGrottoCave.com, and have watched both the Blue Grotto safety/orientation video as well as the one for the cave itself, and downloaded both this and the Blue Grotto Dive Resort waiver/release form.
- I further understand that diving The Cave at Blue Grotto Dive Resort is solely at the discretion of the owners of Blue Grotto Dive Resort, and that the ability to do so may be modified or suspended at any time.

Diver Signature and Date

Contact Information

FIRST NAME	MIDDLE INITIAL	LAST NAME	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
STREET ADDRESS OR PO BOX (LINE 1)		ADDRESS (LINE 2)	
CITY	STATE/DISTRICT/PROVINCE	ZIP/POSTAL CODE	COUNTRY
MOBILE PHONE NUMBER		E-MAIL ADDRESS	

Assumption of Risk, Liability Release, Waiver and Indemnification Contract

This is a legal document • Read carefully before signing

Guide Name(s) _____

Assumption of Risk: I am a certified scuba diver. I understand diving has the inherent risk of serious personal injury or death. I understand that diving in caverns and cave environments is dangerous. I will be exposed to greater risks which may cause me serious personal injury or death. I am fully aware of the risks of participating in scuba diving, cavern diving and/or cave diving and the associated activities (hereafter called "dive activities" or "activities").

In consideration of being allowed to participate in dive activities offered by Blue Grotto and the above-named individual(s), I understand and have carefully evaluated the risk and want to participate despite the risk. By signing this document I hereby agree to expressly and contractually assume all risks associated with all dive activities.

Risk of injury or death may be caused by factors including, but not limited to, lifting and carrying heavy equipment, strenuous activities, dropped or falling objects, collapsing cave structure, forceful currents, becoming disoriented and lost, equipment failures, line traps, line breaks, loss or running out of a breathing gas, quick changes in depth, nitrogen narcosis, incorrect breathing mixtures, and the errors, acts or omissions of myself or others including those affiliated with Blue Grotto.

I understand that the nature and types of possible injuries to me include (but are not limited to) death, barotraumas, decompression sickness, gas embolism, convulsions, unconsciousness, hypothermia, heat stress, back or neck injuries, strained or broken limbs, heart attack, cardiac arrest, stroke, near-drowning and drowning. This list is by no means all inclusive.

I understand that I am responsible for my own safety and well being during all diving activities. I understand that it is my responsibility to be physically, medically and mentally fit to participate in diving activities. Should I become ill, injured or uncomfortable in any way, I will immediately advise my instructor and take action to correct my condition and abort the dive. I understand that dive activities are conducted in remote sites (in time and distance) from medical care including a recompression chamber and I accept these risks and still choose to participate. I agree that I should have personal dive accident insurance and represent that I either have it or choose to participate without it.

By signing this agreement, I hereby agree, on behalf of myself and my heirs, to assume all risks associated with diving activities, including the risk of serious personal injury and death, whether foreseen or unforeseen.

Liability Release: By signing this contract I am hereby giving up the legal right to sue the above-named individual(s), Blue Grotto Dive Resort and its owners, officers and directors, employees, agents, operators, volunteers, instructors, their affiliated dive centers and dive sites, their insurance companies, land owners, third parties or anyone else specifically named or unnamed (hereafter called "released parties") as a result of my or anyone else's injury or death resulting from my diving activities associated diving at Blue Grotto.

In consideration of being allowed to participate in diving activities with the released parties, I hereby agree to give up my right to sue and I hereby release the aforementioned parties from any liability in connection with the diving activities which may result in injury or

wrongful death including, but not limited to, property damage, injury, or wrongful death caused to me or any others due to negligence caused by errors, acts or omissions of myself or others.

I hereby give up these valuable legal rights on behalf of myself, my estate, family, heirs, assigns or any other party that may have a legal claim against the released parties. I agree it is my exclusive responsibility to educate my family of the risks associated with my participation in diving activities. I have made my family fully aware of the risks of these dive activities.

Waiver and Indemnification: By signing this document I hereby waive all claims arising by me, my family, heirs, assigns or any other party who may have a claim against the released parties as a result of my participation in the diving activities. Furthermore, I agree to indemnify and hold harmless the released parties for any responsibility or liability for any loss, costs, attorneys fees, liabilities, damages, injury or death arising from my participation in the diving activities with the released parties.

It is my specific contract, by signing this document, that I will not present a claim, cause of action, lawsuit or other action for any damage, injury or death caused to me or any other party including minor children for whom I may have a legal right in connection with any dive activities associated with the released parties. In the event I violate this contract I agree to be held responsible and liable for all damages, expenses, fees and cost associated with released parties defending and or paying claims brought on my behalf and I make this contract on behalf of my heirs as well.

In the event I cause released parties damage or expense associated with my participation in the activities, I agree to be responsible and liable for same and will agree to pay as if fully adjudicated by a competent court.

Agreement: *I understand that this is a legally binding contract and that I have signed this contract of my own free will. By signing it, I hereby agree to all of its terms and conditions. I have read it thoroughly before signing it. If I do not understand any of the provisions, I understand that it is my responsibility to get clarification of everything I did not understand before signing this contract.*

I am legally competent and over the age of 18 years old or I have obtained the signature of my parent or guardian, and despite my age, I agree to be bound by the direction, control and authorization of my parent or guardian who has also signed this document. I agree that I will not hold the released parties under any obligation, responsibility or liability to provide me with emergency response, rescue, first aid, medical care, emergency transportation, or recovery of the participant.

I agree that before each dive I will inspect all of my equipment to verify I take everything that I will need on the dive, that I know my gas mixes and the limitations of each, and that my equipment is in proper functioning order. I hereby agree to all of the terms, conditions and provisions of this agreement without modification from its preprinted form. I agree that if any provision of this document is found to be void or unlawful that the remainder of the contract shall remain in full force and effect. In the event a legal determination is required, I agree to be bound by the laws of the State of Florida.

By signing this document I represent that I have read, understand and agree to be legally bound by all of the provisions of this contract.

Student Name (Print) _____ Signature _____ Date _____