

OKALOOSA COUNTY BEACH CLEANUP
LIABILITY RELEASE, HOLD HARMLESS, AND ASSUMPTION OF RISK
AGREEMENT

PLEASE CHECK YOUR LOCATION:

- | | |
|---|---|
| <input type="checkbox"/> The Boardwalk, Okaloosa Island | <input type="checkbox"/> Henderson Beach State Park |
| <input type="checkbox"/> Noriega Point | <input type="checkbox"/> The Crab Trap Destin |
| <input type="checkbox"/> Joe's Bayou | <input type="checkbox"/> Surf Hut |
| <input type="checkbox"/> Island Pier (<i>dive only</i>) | |

LIABILITY RELEASE, HOLD HARMLESS, AND ASSUMPTION OF RISK:

I _____, am willingly and freely participating and volunteering at the Beach Cleanup on _____ date at the location that is checked above. I affirm that I am over the age of eighteen (18), am in good health and of sound mind.

I shall indemnify and hold harmless **OKALOOSA COUNTY**, its officers and employees, Saltwater Restaurants, Inc., Pier Resort Development, The Gulfarium, and any business, entity, and/or non-profit associated with the cleanup event, along with their parent, subsidiary, affiliate companies, and related restaurants, employees, and any businesses, companies, and governmental agencies (herein collectively referred to as "Event Organizers") from liabilities, damages, losses, and cost including but not limited to reasonable attorney fees, to the extent caused by my negligence, recklessness, or intentional wrongful conduct while in the performance my volunteer work. I affirm that I am aware and acknowledge that my volunteer work does not make a an employee of Okaloosa County, Florida and I will not be entitled to employee benefits or insurance coverage.

By signing this I hereby affirm that I am aware that any outdoor activity, including beach or coastal cleanups, skin and scuba diving have inherent risks which may result in serious injury or death. I understand outdoor activities, in severe weather involves some risk & that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither my instructor(s), the Event Organizers, the facility or locations through which I conduct a dive with, or receive instruction from, nor PADI Americas, Inc., nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, Event Organizers, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this diving program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this cleanup event, hereinafter referred to as "Event" I hereby personally assume all risks, whether foreseen or unforeseen, that may befall me while I am a participant in this Event including, but not limited to, confined water and/or open water activities. I further release, exempt and hold harmless said Event and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this Event including both claims arising during the Event.

I also understand that any outdoor activity, including beach or coastal cleanups, skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this Event, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I again state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

Non-Agency Disclosure & Acknowledgement Agreement:

By signing this I understand and agree that PADI Members ("Members"), including Event Organizers and/or any individual PADI Instructors and Divemasters associated with the Event in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc, or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Event Organizers, and/or the instructors and divemasters associated with the Event.

BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, EVENT ORGANIZERS, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER

CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

Signature

Printed Name

Participants Name: _____

Address: _____

Phone: (____) _____

INSERT NOTARY BLOCK