

ASSUMPTION OF INJURY RISKS ASSOCIATED WITH STANFORD UNIVERSITY SCUBA AND SKIN DIVING AND RELATED ACTIVITIES

Skin diving and compressed-gas diving including scuba diving, and related activities can be strenuous and hazardous. There is a risk of injury, both serious and minor, associated with participation in Stanford University Scuba and Skin Diving and Related Activities. The risks include, but are not limited to: pressure-related injuries to the ears, sinuses or lungs; decompression illness; injury to the head, neck or spine (including paralysis); injury to the muscular or skeletal systems; injury to internal or external organs; loss or damage to sight, hearing or teeth; death; long or short-term disability; loss of income, career opportunities, or the enjoyment of life; pain; and scarring or disfigurement.

IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL, STUDENT and/or NON-AFFILIATED PARTICIPANT to know his or her own general state of health and well being, and therefore to be able to certify knowledgeably that he or she is physically fit to participate in Stanford University Scuba and Skin Diving and Related Activities.

IT IS ALSO THE RESPONSIBILITY OF EACH INDIVIDUAL, STUDENT and/or NON-AFFILIATED PARTICIPANT to have health insurance coverage sufficient to provide for medical or dental services and/or equipment regarding any injury, minor or catastrophic, sustained or incurred as a result of participating in Stanford University Scuba and Skin Diving and Related Activities, and to certify to that effect.

Therefore, **AS A PRE-CONDITION TO BEING PERMITTED TO PARTICIPATE IN STANFORD UNIVERSITY SCUBA AND SKIN DIVING AND RELATED ACTIVITIES, EACH PARTICIPANT** shall read the **AGREEMENT** set forth on the following page in order to make an educated choice to participate or not to participate. Your signature will signify your recognition of the possible health risks involved and your informed consent to them.

To that end, *and before* releasing The Board of Trustees of the Leland Stanford Junior University, its officers, agents and employees from all actions, claims, or demands related to any injury you may sustain as a result of participating in any Stanford University Scuba and Skin Diving and Related Activities *please* give serious consideration to the possible ramifications. You should understand that the possible causes of injury are many, but among them are: lifting, moving, or dropping heavy equipment including scuba cylinders and weights; slipping, falling, or tripping on boat, beach, rocky shore, dive locker or other surfaces, regardless of physical or environmental conditions; pressure on descent or at depth or release of pressure on ascent; aquatic organisms and environmental hazards; diving-related equipment; warming up, practicing, or training for Stanford University Scuba and Skin Diving and Related Activities; injury due to supervision by Stanford employees or agents or student volunteers, paid or unpaid, or to rules, regulations, and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly for Stanford University Scuba and Skin Diving and Related Activities; poor health or inadequate physical fitness of the participant; or injury due to a disparity between and among other participants with respect to experience level, health, strength, height, weight, age, ability, and the relative activities or maturity of, between, or among other participants.

This document is a legally binding contract which is intended to provide comprehensive release of liability but is not intended to assert any claims or defenses which are prohibited by law.

10/3/02

**AGREEMENT FOR VOLUNTARY PARTICIPATION IN
STANFORD UNIVERSITY SCUBA AND SKIN DIVING AND RELATED ACTIVITIES**

I _____ have read the preceding **ASSUMPTION OF INJURY RISKS ASSOCIATED WITH STANFORD UNIVERSITY SCUBA AND SKIN DIVING AND RELATED ACTIVITIES** and understand its contents. I acknowledge the risk of injury that may result from participation in Stanford University Scuba and Skin Diving and Related Activities, and am willing to and hereby do voluntarily assume all risks of harm associated with my participation. I certify that to the best of my knowledge, I am physically fit and able to participate in Stanford University Scuba and Skin Diving and Related Activities and that I am in good health, and that I am unaware of any medical condition which might make my participation inadvisable.

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I am aware that participating in Stanford University Scuba and Skin Diving and Related Activities may expose me to a risk of injury, minor or serious, including but not limited to those listed in **ASSUMPTION OF INJURY RISKS ASSOCIATED WITH STANFORD UNIVERSITY SCUBA AND SKIN DIVING AND RELATED ACTIVITIES**. I accept and assume all risks, known or unknown, listed or unlisted, that may result from my voluntary participation in Stanford University Scuba and Skin Diving and Related Activities, regardless of the cause of the injury.

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I acknowledge my responsibility to acquire health insurance coverage sufficient to provide for all medical or dental services and/or equipment associated with any injury, minor or catastrophic, related to my participation in Stanford University Scuba and Skin Diving and Related Activities, **AND HEREBY CERTIFY** that on the date noted below, I have such insurance coverage in effect.

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In consideration of The Board of Trustees of the Leland Stanford Junior University, its officers, agents and employees permitting me to participate in its Stanford University Scuba and Skin Diving and Related Activities, I agree, for myself, my heirs, or my legal representatives, to release The Board of Trustees of the Leland Stanford Junior University, its officers, agents and employees, their trustees, officers, agents, employees, students, participants, guests, spectators, officials or insurers, from any action, claim, or demand that I, my heirs, or my legal representatives have or may have, for any and all personal injuries I may suffer or sustain, regardless of cause or fault, as a result of my voluntary participation in Stanford University Scuba and Skin Diving and Related Activities, on or off campus.

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In consideration of The Board of Trustees of the Leland Stanford Junior University, its officers, agents and employees permitting me to participate in Stanford University Scuba and Skin Diving and Related Activities, I knowingly and intentionally give up any legal right that I, my heirs, or legal representatives have or may have against The Board of Trustees of the Leland Stanford Junior University, its officers, agents and employees, their trustees, officers, agents, employees, students, participants, guests, spectators, officials or insurers, from any action, claim, or demand that I, my heirs, or my legal representatives, have or may have for any and all personal injuries I may suffer or sustain, regardless of cause or fault a result of my voluntary participating in Stanford University Scuba and Skin Diving and Related Activities, on or off campus.

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I knowingly intend my signature on this Agreement to be a complete defense to any legal proceeding that may be brought by anyone on their own or on my behalf for any injury I may suffer or sustain as a result of voluntarily participating in Stanford University Scuba and Skin Diving and Related Activities, and further intend this Agreement to be a complete and total release of liability for all negligent acts, failures to act, or breaches of duty owed to me, which result in my personal injury or death as a result of my voluntary participation in Stanford University Scuba and Skin Diving and Related Activities, on or off campus.

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I CERTIFY that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my own behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will.

SIGNATURE _____

DATE _____

PRINT NAME _____

Name and phone # of person to be contacted in case of emergency:

This document is a legally binding contract which is intended to provide comprehensive release of liability but is not intended to assert any claims or defenses which are prohibited by law.