

NYC Sea Gypsies, Inc.™ d/b/a Big Apple Divers

P.O. Box 7922, F.D.R. Station, New York, NY 10150-2411

Liability Waiver

This is an important legal document. You may wish to consult an attorney before signing it.

Recognition of Exceptional Risk

I recognize that Diving (which includes scuba diving, skin diving and free diving) is an exceptionally hazardous activity, but I still desire to participate in this activity and to obtain or continue membership in NYC Sea Gypsies, Inc.™ d/b/a Big Apple Divers (the “Club”) in order to participate in Club activities, including Club-sponsored Dives, trips, and other Club-sponsored activities (each, a “Club Activity”), and in order to obtain the advice, counsel, and assistance of Club Members (as defined in the Club By-Laws), particularly as it relates to Diving (or, if I am a guest of a Club Member and do not wish to obtain membership in the Club, I desire to participate in one or more Club Activities).

Assumption of Exceptional Risk (Including Special Risks Relating to the Novel Coronavirus)

I voluntarily assume all risk of Injury to myself which arises from my participation in any Club Activities, even when such Injury is caused solely or in part by the negligence of one or more signers to this Liability Waiver (“Waiver”) (each, a “Co-Signer”). I intend that the term “Injury” will include bodily injury, property damage or destruction, and death. I acknowledge and specifically assume the risk of contracting COVID-19 by my participation in Club Activities, regardless of whether the Club and/or any charter operator have complied with all current guidance by governmental bodies and industry best practices.

Cross Release of Liability

I hereby release every Co-signer and the Club from any liability for Injuries to me arising from my participation in Club Activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of one or more Co-signers.

Precondition of Club Membership

Since every Club Member and prospective Club Member is required to sign this Waiver as a precondition for membership or continued membership in the Club, and all guests are required to sign this Waiver as a precondition for taking active part in any Club Activities, all such Club Members, prospective Club Members, and guests are conclusively presumed to have signed this Waiver. Because of this fact, it is my expectation that this Waiver will effectively free me from any liability to such persons, whether or not I can prove that they are in fact Co-signers, for my negligent acts or omissions which relate to or which are connected with Diving.

Specific Waiver of Liability for Diving Practices

I recognize that there may be Diving practices or rules which others might consider necessary or prudent for safe Diving and which have not been adopted by or which are not enforced by either the Club or one or more Club Members, Club Officers (as defined in the Club By-Laws), or dive sponsors. I will not hold the Club or any Club Member acting in any capacity whatsoever liable for any injury arising solely or in part from a failure of the Club or any Club Member acting in any capacity whatsoever to adopt or to enforce any particular rule or practice. This includes but is not limited to: a failure to enforce the Buddy System; a failure to adopt or enforce a policy of cancelling dives due to marine, atmospheric, or other dangers; a failure to require use of any particular item of Diving equipment; a failure to require any minimum level of diving expertise or experience for Club Member, prospective Club Member, or guest participation in a Club Activity, and a failure to ascertain any Club Member’s, prospective Club Member’s or Guest’s fitness to participate in any Club Activity.

Specific Waiver of Liability for False or Misleading Information

I recognize that one or more Club Members (or non-members) may negligently omit to give me information, or may give me false or misleading information pertaining to the difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that one or more Club Members (or non-members) may negligently approve of any of my dive preparations, including: my preparation or planning for a dive; my equipment condition; my complement of equipment; my manner of wearing or using my equipment. I agree that I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment is sufficient for the dive I intend to make. I release the Club and all Co-signers who by signing the Waiver similarly release me from negligent acts or omissions of this nature.

Initials: _____

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Specific Waiver of Liability Relating to Diving Assistance and Buddy Diving.

I fully recognize that a Diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near to or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

Since I recognize that any assistance I might render to a diver in water may result in additional risk to myself, I do not want to be obligated to assist any diver, including my buddy, in any way whether in or out of the water. I grant that same freedom to all Co-signers. Thus, in order to obtain the benefit of a similar express liability release from other Co-signers, I agree that no Co-signer is under any obligation to assist me in any way whatsoever either in or out of the water, or to offer me air even when I request it or to stay with me while Diving, or to look for me if we become separated. I release all Co-signers from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

(This provision may be modified between two or more buddies for the duration of a dive or permanently only by express written agreement signed by both buddies, but such agreement has no effect with respect to any Co-signer who has not also signed such written agreement.)

Indemnification Agreement and Waiver

I agree that I will request any guest of mine to sign this Waiver before such guest attends any Club Activity. If I fail to get such agreement signed, I agree to promptly advise the designated dive sponsor (or Club Activity organizer), or, if I cannot reach the sponsor or organizer, the Dive Chair. Should there be no valid signing of this Waiver by any guest of mine, including a minor child of whom I am parent or legal guardian, I agree to hold harmless the Club and any other Co-signer from any liability to such guest of mine and from any expense whatsoever incurred or arising as a result of any claim made by or on behalf of any such guest of mine, and I waive any right I may have to sue on behalf of or through any minor child or ward of mine.

Term of Agreement

I agree and intend that this Waiver and all of the terms contained herein expressly apply to all Club Activities conducted by me during the calendar year in which I have executed this Waiver.

Acknowledgment of Understanding

By signing below, I am demonstrating that I have read and understand this Waiver and I have been given an opportunity to ask questions and to consult legal counsel of my choice.

MEMBER

Name (please print)

Address

Signature

Parent/Guardian Signature (if Member is under 18 years of age)

Parent/Guardian Name (please print)

Date

WITNESS

Name (please print)

Address

Signature

Date

Emergency Contact Name and Phone No.