

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

800 3rd Avenue, Front A #1343, New York NY 10022

Liability Waiver

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

Recognition of Exceptional Risk

I, _____, hereby affirm that 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, to obtain or continue membership in New York City Sea Gypsies, Inc.™ d/b/a Big Apple Divers (the “Club”), and to participate in Club activities, including Club-sponsored dives, trips, and other Club-sponsored activities (each, a “Club Activity”).

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 the Club, or any member, officer, guest, employee, agent or other person connected with or participating in a Club Activity. 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.

Release of Liability

By signing this release, I certify that I am fully aware of and expressly assume all risks associated with diving (as described above) and with making any dive sponsored by, organized by, or connected in any way to New York City Sea Gypsies, Inc. d/b/a Big Apple Divers, or any member, officer, guest, employee, agent or other person connected with the Club. I understand and agree that neither the Club, its officers, members, guests, employees, agents or the successors and/or assigns of the listed individuals and/or organizations or entities (hereinafter the “Released Parties”) may be held liable or responsible in any way for any occurrence which may result in personal injury, property damage, wrongful death or damage to me, my family, heirs or assigns that may occur as a result of my participation in any Club activity or dive or as a result of the negligence of any party, including but not limited to the Released Parties, whether passive or active. I understand and agree that the Released Parties are not responsible for overseeing dive safety, establishing prospective divers’ fitness to dive or determining if a diver is qualified to engage in a particular dive. It is my intention by signing this agreement to hold the Released Parties harmless and to waive my rights and those of my estate, heirs, executors, or assigns to sue the Released Parties for any act or omission even if such act or omission is the result of negligence of the Released Party.

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 a club member, prospective club member, or guest participation in a dive; and a failure to ascertain any club member’s, prospective club member’s or guest’s fitness to participate in any dive or other Club Activity. I release the Club, its officers, members, guests, employees, agents or the assigns of the listed individuals and/or organizations or entities (the “Released Parties”) from acts or omissions of this nature even if such acts or omissions are negligent.

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

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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, its officers, members, guests, employees, agents or the assigns of the listed individuals and/or organizations or entities (the “Released Parties”) from acts or omissions of this nature even if such acts or omissions are negligent.

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 Released Parties and I expressly agree that no other person 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 and hold harmless all Released Parties, 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.

Club Activities

New York City Sea Gypsies Inc. d/b/a Big Apple Divers, in order to fulfill its mission to its members, organizes, sponsors and schedules regular meetings and recreational, athletic, cultural, entertainment and social activities and events. These Club Activities are important to me and I understand and agree that the “Released Parties” may not be held liable or responsible in any way for any occurrence which may result in personal injury, property damage, wrongful death or damage to me, my family, heirs or assigns that may occur as a result of my participation in any Club activity or as a result of the negligence of any party, including but not limited to the Released Parties, whether passive or active while I am engaged in any Club Activity.

Dive Insurance

I understand that diving is a risky activity that may result in serious injuries including but not limited to decompression illness and that an injury during diving often requires emergency transportation including emergency air transportation and often requires treatment in a hyperbaric chamber. I acknowledge that many health insurance policies do not provide coverage for scuba diving injuries, emergency transportation, air transportation, or hyperbaric chamber treatments and that health insurance companies may exclude dives, planned or unplanned, deeper than 130 feet/40 meters.

I understand that New York City Sea Gypsies, Inc. dba Big Apple Divers requires any diver who participates in any dive sponsored by, organized by, or connected in any way with the Club, whether a boat dive, shore dive, local dive, out of state dive, or out of country travel dive to have current dive insurance in effect and take full responsibility for providing proof of dive insurance to the Club before participating in such dive.

I acknowledge my responsibility as a diver who is or wishes to be a member (other than a non-diving member) or a dive guest of the Club to provide proof of dive insurance at the time I submit my application for membership or

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for renewal of membership and to automatically provide proof to the Club of my renewal of any dive insurance policy that expires during the term of my membership. I understand that the Club or any of the Released Parties have no obligation to confirm that I have an active dive insurance policy.

Term of Agreement

I agree and intend that this Waiver and all of the terms contained herein expressly apply to all club activities and dives in which I participate during the calendar year in which I have executed this Waiver. It is my intention by signing this agreement to hold the Released Parties harmless and to waive my rights and those of my estate, heirs, executors or assigns to sue the Released Parties. I further state that I am of lawful age and legally competent to sign this Liability Waiver or that I have obtained the consent of my parent or guardian.

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.

Signed By: _____ Date: _____

Full Name: _____ Phone: _____

Address: _____

City: _____ State/Province/Region: _____

Postal Code: _____ Country: _____

Emergency Contact Name: _____

Emergency Contact Phone No.: _____

Dive Insurance Agency: _____

Dive Insurance Number/ID: _____ Dive Ins. Expiration Date _____

Witness Signed By: _____ Date: _____

Witness Name: _____

(If Member is under 18 years of age)

Parent/Guardian Signed By: _____ Date: _____

Parent/Guardian Name: _____