CUSTOMERS: Please Check The Appropriate Box or Boxes!
Diver (Dive Shop) ☐
Tri ☐
Kayak ☐
Spectator
☐ SUP ☐
Dog ☐
Air Fills ☐

WATER FACILITY WAIVER

WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF THE RISK,
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

B&S MARSHALL ENTERPRISES, LLC

Please be aware: by signing this document you are waiving certain legal rights, including the right to sue.

Please read and be certain you understand the implications of signing this document. This form is to be used for all water related recreational activities, including, but not limited to, swimming, wading, snorkeling and diving activities in quarries and other water facilities.

● I,_____, do hereby affirm and acknowledge the inherent hazards and risks associated with Scuba diving and/or snorkeling and/or swimming. I fully understand that these risks can lead to severe injury and even death.

● In consideration of permitting me,_____, to participate in swimming, snorkeling, scuba diving activities and/or related operations conducted by the facility of 288 LAKE/B&S Marshall Enterprises LLC.

I, for myself, my personal representatives, heirs and next of kin do HEREBY acknowledge that SNORKELING AND/OR SCUBA DIVING A ND/OR SWIMMING ARE POTENTIALLY DANGEROUS ACTIVITIES and involve the risk of serious injury and/or death and/or property damage;

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE B&S Marshall Enterprises, LLC its facility, or any of its officers, instructors, agents or employees (the Releasees) from all liability resulting in any loss or damage, and any claim or demand therefor on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, or any other relating diving operations or swimming that may occur, whether caused by the negligence of the Releasees, or otherwise;

HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising out of, or related to participation in said activities, swimming, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise;

HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the law of the Province or State in which the activities are conducted;

I EXPRESSLY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of swimming or arising out of, or related to, participation in said activities, or any other rel ated diving operations, whether caused by the negligence of the Releasees, or otherwise;

If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract . The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this docu ment.
In executing this document, I am not relying on any oral or written representations of statements made by the Releasees, other than what is set forth in this agreement.

● I,_____, hereby declare that I have read the Waiver of Claims, Release of Liability, Express Assumption of Risk, and Indemnity Agreement and fully understand that I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and am competent to s ign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my guardian or parent is in complete understanding and concurrence with this agreement.

Participant's Name_____Date_____
● (PLEASE PRINT) **X** (SIGNATURE REQUIRED)

PARTICIPANT'S E-MAIL_____

Witness_____Date_____
(PLEASE PRINT) **X** (SIGNATURE REQUIRED)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the t erms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given u p substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

Parent's Name_____Date_____
(PLEASE PRINT) **X** (SIGNATURE REQUIRED)

Guardians Name_____Date_____
(PLEASE PRINT) **X** (SIGNATURE REQUIRED)