

INFORMED CONSENT AND WAIVER OF RELEASE

In consideration of permitting me, (Participant's Name) _____ to participate in scuba diving activities of the **38th Annual Avalon Harbor Underwater Cleanup**, in the City of Avalon, the County of Los Angeles, and the State of California, on the 23rd day of February, 2019 (the "Event"):

I hereby, voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me arising as a result of engaging in the Event for whatever period said activity may continue.

I recognize that scuba diving is a potentially dangerous activity, and I assume all risk of property damage, personal injury, or wrongful death for any cause including the negligence of individuals or other's named herein. I understand that diving with compressed air or other mixed gasses involves certain risks and that injuries can occur which may require treatment in a recompression chamber. I further understand that the site of this activity is remote, either by time (~45 minutes) or distance (~15 miles) or both, from such a recompression chamber.

I, my spouse (if any), assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless the City of Avalon and the University of Southern California, including its officers, trustees, employees, agents, representatives, student groups, students and any school, department, organization, group or individual affiliated therewith (collectively, the "Releasees"), for any accident, injury, illness, death, loss, theft, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my participation in the Event, including but not limited to claims arising from or related to the Releasees' negligence. In the event that I am injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I incur. The Releasees assume no responsibility for any medical expenses, injury, or damage suffered by me in connection with my participation in the Event

IT IS MY INTENTION BY SIGNING THIS AGREEMENT TO EXPRESSLY ASSUME ALL RISK OF SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF THE RELEASEES, AND TO EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, INCLUDING IF CAUSED BY THE RELEASEES' NEGLIGENCE.

By signing this agreement, I waive my right to bring any legal action now or at any time in the future to recover compensation or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my participation in the Event. I further agree that I, my spouse (if any), assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attach the property of the Releasees for any loss or damage resulting from my participation in the Event. I am aware of the potential dangers incidental to participation in the Event, that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between me and the Releasees, and I sign it of my own free will.

I expressly agree that this release is intended to be as broad and inclusive as the State of California will allow and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that I have read the foregoing, and the Safe Driving Practices, and am fully aware of the legal consequences of signing this instrument.

Participant's Name (please print): _____
Participant's Signature: _____ Date: _____
Witness Name (please print): _____

As a parent or guardian, I am signing this document on behalf of a minor child. Additionally, I have read and considered the above information and understand the risks of injury or death while scuba diving. I am aware of the legal consequences of signing this agreement, and do hereby agree to be specifically bound to all the specified terms and conditions on behalf of the minor child and myself.

Parent or Guardian's Name (please print): _____
Parent or Guardian's Signature: _____ Date: _____
Witness Name (please print): _____
Witness Signature: _____ Date: _____