



# RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION of the opportunity afforded to me to enter and utilize the premises known as Choo Choo Dive Center, Inc. located in Chattanooga, Tennessee and to participate in SKIN and/or SCUBA DIVING, its associated activities and/or other water activities, I hereby assume all risk of loss or injury to my person and property that may be sustained in connection with such activities or related activities, including specifically rental and/or use of equipment if applicable in and about these premises. I acknowledge that there is no lifeguard on duty and that I have been given an opportunity to inspect the property and my use of the premises indicates my satisfaction with the condition of same.

IN CONSIDERATION for the permission granted to me to enter the premises and utilize same in such activities, I, for myself, my heirs, administrators, executors, successors and assigns, release, remise, and forever discharge the owners, operators, sponsors of any event, as well as their respective agents, servants, employees, officers, officials, and other participants in those activities of and from all claims, demands, actions and causes of action of any sort, for injury sustained to my person and/or property arising during or from my presence on the premises.

I INTEND by this Release to waive all claims for negligence, products liability, or breach of warranty against Choo Choo Dive Center, Inc., including claims for personal injury and property damage to the undersigned or the undersigned's property whether or not it is based on the sole negligence of Choo Choo Dive Center, Inc., its agents or its employees. This Release shall cover and include all areas, activities and acts, within the premises, including but not limited to, all recreational endeavors, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about Choo Choo Dive Center, Inc. or connected with the same.

I ACKNOWLEDGE that the utilization of the premises by the undersigned for whatever permitted purposes is purely at my risk. I agree that there have been no warranties made to me expressed or implied. I represent and certify that I am eighteen (18) years of age or older and certify that my attendance and participation in those activities is voluntary. I represent and certify that my participation in SKIN and/or SCUBA DIVING is as a certified scuba diver, or under the supervision of a qualified SCUBA instructor, or as a student in a SCUBA DIVING course/program under the supervision of a qualified SCUBA instructor.

I AGREE that this Release shall be continuing in nature for subsequent visits during the calendar year set forth below.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT.

THIS AGREEMENT, AS PUBLISHED AND POSTED AT www.Choo Choo Dive.com SHALL NOT BE AMENDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Print Address \_\_\_\_\_

Email Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

FOR CERTIFIED DIVERS:	
_____	_____
Certifying Agency	Card ID Number
_____	_____
Certification Date	Type of Certification