RELEASE AND WAIVER OF LIABILITY AGREEMENT FOR MINORS

IN CONSIDERATION of the permission granted to the undersigned to allow minor children to enter the property known as CHOO CHOO DIVE CENTER, INC. and/or participate in activities, the undersigned parent or guardian does hereby accept responsibility of said child or children and for them or any of them, their heirs, administrators, successors and assigns, does hereby release, remise and discharge CHOO CHOO DIVE CENTER, INC. and its parent corporations, the owners, operators and sponsors of the premises and its officials and all other participants in those activities of and from all claims, demands, actions, causes of action of any sort, arising out of law or in equity for injury sustained to the said child or children or their property during their presence and/or participation in activities upon the premises.

THE UNDERSIGNED intends 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 child or children or property of the child or the undersigned 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, rental and/or use of equipment, if applicable, 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.

THE UNDERSIGNED acknowledges that the utilization of the premises by the child or children for whatever purposes is with my knowledge and permission and is purely at their risk and agrees that there have been no warranties made, either expressed or implied concerning such utilization.

THE UNDERSIGNED acknowledges that there are no lifeguards at the facility known as CHOO CHOO DIVE CENTER, INC., and by entry upon the premises, assumes all risks on behalf of the child or children. The undersigned represents and certifies that all participation in SWIM, SKIN and/or SCUBA DIVING by the minor child or children is under the supervision of a qualified instructor.

THE UNDERSIGNED agrees to indemnify and hold harmless CHOO CHOO DIVE CENTER, INC. or the parent corporation from any and all causes of action at law or in equity that they, as parent or guardian, and further on behalf of any personal representative, heir, executor, administrator, successor or assign of said child or children or owner of property, may have and agrees to pay all costs of such action, including but not limited to attorney's fees incurred by CHOO CHOO DIVE CENTER, INC. or any parent corporation in the defense of same.

THE UNDERSIGNED certifies that: 1) The signature on this Release is voluntary: 2) They are the parent and natural guardian of this child or children they are signing for: and, 3) They have had an opportunity to inspect the premises and are satisfied with its condition, are aware of any hazards which may be in existence thereon and have assumed all risks associated therewith.

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.CHOOCHOODIVE.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.

FOR CERTIFIED DIVERS:

Certifying Agency

Cert ID Number

Certification Date

Certification Type

Date

Print Childs Name Age

E-Mail Address

Best Contact Phone Number

Signature of Parent/Guardian

Print Name of Parent/Guardian

Mailing Address

City, State and Zip