

# Liability Waiver & Release/Assumption of Risk Acknowledgement For Haigh Quarry

## READ THIS DOCUMENT CAREFULLY - AS THIS DOCUMENT IS A RELEASE OF YOUR RIGHTS TO BRING A LAWSUIT

I, \_\_\_\_\_, acknowledge and affirm that I have been advised/aware of the inherent hazards and risks associated with recreational activities, including, but not limited to, swimming, wading, snorkeling, solo diving, unsupervised solo diving, free diving, unsupervised free diving, scuba diving, and unsupervised diving in quarries and other water facilities. I understand that such activities involve inherent risks and hazards which include drowning, as well as other types of injuries. I also fully understand that these risks can lead to severe injury and even death.

In consideration of permitting me, \_\_\_\_\_, to participate in swimming, wading, snorkeling, solo diving, unsupervised solo diving, free diving, unsupervised free diving, scuba diving and unsupervised diving in quarries and other water facilities and/or other related operations conducted by the facility of Haigh Quarry (Facility), I understand and agree that the facility or its employees, lifeguards, dive supervisors, dive masters/Divecons, dive instructors, or officers, agents or assignees of the facility will not be held liable or responsible in any fashion for any injury, death or other damages to myself, my estate, my family, my heirs or assignees which may occur as a result of my use of this facility or for the negligence of any party, whether passive or active, including the aforementioned Releasees.

I, \_\_\_\_\_, in consideration for being allowed to utilize this facility, hereby personally and individually assume all risks and hazards associated with and in connection with my use of this facility for any harm, injury, damages or death that may befall me while engaged in recreational activities. Furthermore, I personally assume all risks aforementioned, whether these risks are foreseen or unforeseen and even if those risks are caused by or created by the negligence of the Releasees mentioned above.

I, \_\_\_\_\_, save, discharge and hold harmless the Releasees mentioned above, from any claim or lawsuit by me, my family, estate, heirs or assignees arising out of my participation in recreational activities, at Haigh Quarry (facility), including all claims arising before, during or after my recreational activities, even if those claims or lawsuits arise out of activities caused by the negligence of the Releasees referred to in this document.

I, \_\_\_\_\_, hereby acknowledge that injuries received may be compounded or increased by negligent rescue options and or procedures of the releasees and agree that this Waiver and Release of Liability, 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 laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I, \_\_\_\_\_, wish to state that it is my full intention by signing this instrument to exempt and release the Releasees from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to negligence of the Releasees whether passive or active.

I fully understand that terms contained within this document are contractual in nature and not a mere recital. I have informed myself of the contents of this liability release and assumption of the risk acknowledgement and have completely read it prior to signing it on behalf of myself and my heirs.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

As a parent or guardian of \_\_\_\_\_, I am signing this document on behalf of my minor child and agree to specifically bound to all the items and conditions of this agreement.

Parents Name: \_\_\_\_\_

(Please Print)

(Parents Signature)

Date