



*Pim's Tekdiving PTD*

*Release of Liability*

*And Express Assumption of the Risk*



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**This document is a legally binding contract which is intended to provide a comprehensive release of liability and express assumption of risk, but is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from country to country.**

Please place your initials next to each of the following sections:

\_\_\_ I hereby affirm that I have been advised and thoroughly informed of the inherent hazards of (technical) scuba diving.

\_\_\_ I understand the inherent risks of scuba diving; including but not limited to decompression sickness, air embolism, drowning, or other injuries that may occur that require treatment in a recompression chamber. I understand that the dives during the Black Sea Wreck Expedition may be conducted at a site that is remote, whether by time or distance or both, from such recompression chamber. I still choose to proceed in spite of the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_ I authorize others to administer first aid or obtain proper medical attention if necessary in the case of a medical emergency.

\_\_\_ I hereby release from legal liability Pim's Tekdiving PTD, Pim van der Horst and the owners, officers, directors, employees, agents and/or guide(s) involved in the Black Sea Wreck Expedition (hereinafter the "Released Parties") from any and all liability for damage and injury or death to myself or to any persons or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and/or breathing gasses, and of any claim based upon negligence, breach of warranty, contract or any other legal theory, accepting myself the full responsibility for such damage, injury or death which may result from using the breathing gasses or equipment.

\_\_\_ On behalf of myself and my heirs, executors or assigns I hereby release, waive, discharge and relinquish any action or cause of action, which may arise for my heirs, executors, administrators and for my estate and agree that under no circumstance will I or my heirs, executors, administrators or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Released Parties for any cause of action, whether the same shall arise by the negligence of any of said persons, or otherwise. **It is my intention, by this instrument, to exempt and relieve the Released Parties from liability for personal injury, property damage or wrongful death caused by negligence, breach of warranty or contract.**

\_\_\_ On behalf of myself and my heirs, executors, administrators or assigns I agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted by or on behalf against the Released Parties, I or my estate shall indemnify and hold harmless the same from any and

all claims or causes of action by whomever or wherever made or presented from personal injuries, property damage or wrongful death.

\_\_\_\_ I affirm that I have completed appropriate training to make the dives during the Black Sea Wreck Expedition and have presented a certification card as evidence of successful completion of said training.

\_\_\_\_ I affirm that I personally will analyze the gas (mixes) in all scuba cylinders to be used by myself, including the cylinder pressure.

\_\_\_\_ I affirm that I personally will stay within the factory limits of the scrubber durations, when diving a closed circuit rebreather.

\_\_\_\_ I affirm that I personally will stay within the technical diving limits of my training agency, such as PO2 (MOD and TOD), PN2 (END), CNS% and OTU.

\_\_\_\_ I affirm that I have no medical history or condition and am taking no medication contraindicated for diving and have presented a doctor's statement less than one year old affirming my fitness to technical diving.

\_\_\_\_ I am fully aware of the benefits of having a trip cancellation, travel, medical and diving insurance (with Emergency Evacuation coverage) and should I not have one, I assume full responsibility and prepare to pay for all expenses related to evacuation, recompression chamber treatment and other incidentals incurred in getting medical attention.

\_\_\_\_ I understand the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this document. The remainder of this document will then be construed as though the unenforceable provision had never been contained herein.

***Witnessed by***

Full name: \_\_\_\_\_

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_