

Orlando Dive Academy

## YOUTH PARTICIPANT WAIVER & LIABILITY RELEASE

For **ALL** Orlando Diving Academy participants and guests less than eighteen years of age: This form must be signed by your parent and/or legal guardian. This form must be completed annually.

### NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF **ORLANDO DIVE ACADEMY, TERENCE HORNER AND JACQUELINE HORNER** USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM **ORLANDO DIVE ACADEMY, TERENCE HORNER AND JACQUELINE HORNER** IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND **ORLANDO DIVE ACADEMY, TERENCE HORNER AND JACQUELINE HORNER** HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I hereby acknowledge that I am the parent/ legal guardian of the child I am registering for Orlando Diving Academy on Team Snap, who is a minor under the age of eighteen ("Minor Child"). In consideration of the benefits to be derived from my Minor Child's participation in Orlando Dive Academy, I, on behalf of myself and my Minor Child, hereby acknowledge the following: (1) I am aware that participating in Orlando Dive Academy involves risk; (2) I am aware that diving, practicing, competing, training, and conditioning as a participant of Orlando Dive Academy will be a dangerous activity involving MANY RISKS OF INJURY; and (3) I UNDERSTAND THAT THE DANGERS AND RISKS OF PARTICIPATING OR PRACTICING DIVING INCLUDE, BUT ARE NOT LIMITED TO, DEATH, SERIOUS NECK AND SPINAL INJURIES, WHICH MAY RESULT IN COMPLETE OR PARTIAL PARALYSIS, BRAIN DAMAGE, SERIOUS INJURY TO VIRTUALLY ALL INTERNAL ORGANS, BONES, JOINTS, LIGAMENTS, MUSCLES, TENDONS, AND OTHER ASPECTS OF THE MUSCULAR SKELETAL SYSTEM AND SERIOUS INJURY OR IMPAIRMENT TO OTHER ASPECTS OF MY MINOR CHILD'S BODY, GENERAL HEALTH, AND WELL-BEING. On behalf of myself and my Minor Child, I further understand and acknowledge that the dangers and risks of diving and participating as a member of Orlando Dive Academy may result not only in injury, but serious impairment of my Minor Child's future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life.

Because of the danger of participating in diving and Orlando Dive Academy I, both on my own behalf and on behalf of my Minor Child, acknowledge and understand the importance of following rules and regulations established by Orlando Dive Academy, Terrence Horner and Jacqueline Horner. My minor child hereby agrees to obey such rules, regulations, and instructions.

I further acknowledge that my Minor Child is in good physical condition and do not know of any condition or reason that my Minor Child should not participate in diving, including practice, conditioning and competition.

I RECOGNIZE AND ACKNOWLEDGE THAT ORLANDO DIVE ACADEMY DOES NOT CARRY ANY TYPE OF ACCIDENT OR HEALTH INSURANCE POLICY ON THE PARTICIPANTS. I ALSO REALIZE THAT SPORTS INJURIES CAN BE CATASTROPHIC FOR THOSE WITHOUT PROPER MEDICAL COVERAGE.

On behalf of myself and my Minor Child, I HEREBY RECOGNIZE AND ASSUME ALL THE RISKS ASSOCIATED WITH MY MINOR CHILD DIVING AND PARTICIPATING IN ORLANDO DIVE ACADEMY AND RELEASE ORLANDO DIVE ACADEMY, TERRENCE HORNER AND JACQUELINE HORNER AND THEIR RESPECTIVE EMPLOYEES, AGENTS REPRESENTATIVES, AND VOLUNTEERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER WHICH MAY ARISE IN CONNECTION WITH MY MINOR CHILD'S PARTICIPATION IN ANY ACTIVITIES RELATED TO ORLANDO DIVE ACADEMY. The terms hereof serve as a release and assumption of risk for myself and on behalf of my Minor Child, as well as our respective heirs, estates, executors, administrators, and assignees.

In signing this agreement, or by entering your name and clicking "Sign Waiver & Release" to electronically sign this agreement I acknowledge and represent that I have read and understand it; that I sign or select "Sign Waiver & Release" to electronically sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent. This Waiver and Liability Release will be governed by the laws of the State of Florida and venue for any legal or equitable action will be in the county of Orange, Florida.

**I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE INDIVIDUALLY AND ON BEHALF OF MY MINOR CHILD TO BE BOUND BY IT.**

Parent/Guardian Name: \_\_\_\_\_

Relationship to diver: \_\_\_\_\_

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

Diver/Participant Name: \_\_\_\_\_

Diver/Participant Signature: \_\_\_\_\_