

# Fishersville Quarry

## Voluntary Release, Waiver, and Assumption of Risk

**This is a legal document. Please read it carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby affirm that I am voluntarily engaging in the  
(Participant)  
activities planned on and about Fishersville Quarry owned by Shields & Shields, LLC. These activities will include but are not limited to scuba diving in this quarry for personal enjoyment and scuba training.

If I engage in scuba diving, I affirm that I am either a certified diver and/or a student accompanied by a certified and insured Instructor, and that I thoroughly understand the hazards of scuba diving. By signing this release, I certify that I am fully aware of and expressly assume all risks involved with respects to any and all activities conducted on this property.

I understand and agree that neither the owners, permit holders, licensees, subcontractors lessees or users of the property, whether named or unnamed herein, any individual, organization or entity involved in the planning or execution of the activities including S&S LLC, Dive Connections, Inc., Kathy's Scuba, Inc. nor the owners, officers, employees, agents or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence while I am participating in these activities which may result in personal injury, property damage, wrongful death, or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in these activities or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this liability release.

I, \_\_\_\_\_, BY THIS INSTRUMENT, DO HEREBY EXEMPT AND RELEASE  
(Participant)  
ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO THIS ACTIVITY(IES), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY.

THIS RELEASE SHALL BE VALID FROM \_\_\_\_\_ TO \_\_\_\_\_ (not to exceed 12/31/08)  
AND SHALL APPLY TO ALL MY ACTIVITIES DURING THAT PERIOD UNLESS REVOKED BY ME IN WRITING.

PRINTED NAME: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
SCUBA CERTIFICARION  
AGENCY/NUMBER: \_\_\_\_\_

EMERGENCY CONTACT INFORMATION:  
NAME: \_\_\_\_\_  
RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
(Home) (Office)

PHONE: \_\_\_\_\_  
(Home) (Office)

Signed: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Parent/Guardian if Under 18: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)