ROCKLAND AQUANAUTS ORGANIZATION, INC.
AFFIRMATION, INDEMNIFICATION AND LIABILITY RELEASE

I, (*Print Full Name)*_____,hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of skin and scuba diving. By signing this release, I certify that I am cognizant of these risks and that I knowingly, and after thoughtful consideration agree that the Rockland Aquanauts Organization, Inc. and its officers, directors and agents, may not be held liable by me or my family, heirs or assignees for any occurrence in connection with dives and/or other activities organized by the Rockland Aquanauts Organization, Inc..

I affirm that: (*Please **initial** each paragraph)*

_____1. I am a certified scuba diver trained in safe diving practices. I have been fully and completely advised of the potential hazards and dangers incidental to engaging in the activity of scuba diving, and I expressly assume such risk.

_____2. I agree that the purpose of our diving is strictly recreational.

_____3. I understand that it is not the function of the Rockland Aquanauts Organization, Inc. or its officers and/or directors to act as Guardians of my safety.

_____4. I am in good mental and physical fitness for diving. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during dive excursions, and I expressly assume the risk.

_____5. I am not, and will not dive, under the influence of alcohol and/or drugs, nor am I taking any drugs that are contraindicated for diving. If I am taking medication, I have seen a physician and have approval to dive although taking such medication.

_____6. I understand that diving involves certain risks, and that injuries can occur that require treatment in a recompression chamber. I further understand that a dive may be conducted at sites that are remote, by time/or distance, from a recompression chamber and/or medical facility, and nonetheless agree to accept and assume such risks when I proceed with such dives.

_____7. I understand, and hereby consent, that an agent, servant, member, officer and/or director of the Rockland Aquanauts Organization, Inc. may voluntarily, but is not obligated to, render first aid or emergency treatment to me, including the administration of oxygen, at the scene of an accident or other emergency. I hereby agree that the Rockland Aquanauts Organization, Inc. and/or such person(s) shall not be liable for damages for injuries alleged to have been sustained by me by reason of any act or omission in the rendering of, or the failure to make available, such treatment.

_____8. I understand that even if I follow all of the appropriate dive practices, there is still some risk of my sustaining heart attack, decompression sickness, embolism or other injury, and I expressly assume the risk of such injuries or illnesses.

_____9. I understand that diving in open waters involves additional risks due to the environment, animal or sea life, currents and mechanical equipment failure or misuse and that injury or death may occur from such risks, and I expressly assume such risk.

_____10. I shall observe strictly and comply with such additional reasonable terms and regulations as The Rockland Aquanauts Organization, Inc. or its agents servants, officers and/or directors may from time to time deem desirable or needful to prescribe before or during these activities.

_____11. **Any action, dispute, proceeding, claim or controversy between myself and the Rockland Aquanauts Organization, Inc. and its officers, directors and agents arising from and/or related to dives and/or other activities organized by the Rockland Aquanauts Organization, Inc. (a "Dispute"), whether sounding in contract, tort or otherwise, shall at the Rockland Aquanauts Organization, Inc .election, which election may be made at any time prior to the commencement of a judicial proceeding by the Rockland Aquanauts Organization, Inc. or, in the event of a judicial proceeding instituted by me or my representative, at time prior to the last day to answer and/or respond to a summons and/or complaint, be resolved by arbitration in New York City in accordance with the rules than obtaining of the American Arbitration Association. The parties consent to the jurisdiction of the Supreme Court of The State of New York and The United Stated District Court for the Southern District of New York for all purposes in connection with arbitration including the entry of judgment of any award. I waive the right to trail by jury in any action rising from Dispute.**

_____12. I HAVE READ THE FORGOING PARAGRAPHS AND FULLY UNDERSTAND THE LEGAL RIGHTS THAT I AM GIVING UP BY SIGNING THIS DOCUMENT.

I HEREBY EXEMPT AND RELEASE THE ROCKLAND AQUANAUTS ORGANIZATION, INC. AND ITS AGENTS, SERVANTS, OFFICERS,AND/OR DIRECTORS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH AND LOSS OF SERVICE CAUSED BY THE NEGLIGENCE OF THE ROCKLAND AQUANAUTS ORGANIZATION, INC. OR ITS AGENTS, SERVANTS, OFFICIERS AND/OR DIRECTORS. I shall defend, indemnify and hold harmless the Rockland Aquanauts together with its directors, officers, servants and/or assignees (collectively called the "Indemnified Parties") from and against all claims, suits, obligations, liabilities, damages, losses and judgments, including all costs and expenses related thereto (including attorneys' fees) which may be asserted against, suffered by, charged to or recoverable from the Indemnified Parties by reason of injury to me or my death provided the event causing such injury, death, loss or damage is caused by, or related to, a Rockland Aquanaut Organization, Inc. sponsored activity.

Date:_____ Signature:_____

Witness

Date:_____ Signature: _____