

**CALIFORNIA POLYTECHNIC STATE UNIVERSITY  
SAN LUIS OBISPO (CAL POLY)**

**Waiver, Release and Indemnity Agreement for SCUBA Diving**

For consideration of permitting (Diver/Student) \_\_\_\_\_  
to enroll in and participate in diving activities and/or class instruction of SCUBA diving at California Polytechnic State University, San Luis Obispo (Cal Poly), National Association of Underwater Instructors (NAUI), and instructors \_\_\_\_\_ Jason Felton NAUI #34077 \_\_\_\_\_, in the city of San Luis Obispo, county of San Luis Obispo, in the state of California, such activities are to begin on (date) \_\_\_\_\_, the undersigned hereby voluntarily releases, discharges, and waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him or her, which injury, property damage or wrongful death arises as a result of engaging in, or receiving instructions in said diving activity and any activities incidental to such activities or instructions, wherever, whenever or however such may occur. The undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for personal injury, property damage or wrongful death against Cal Poly and instructors \_\_\_\_\_ Jason Felton \_\_\_\_\_ or against any of its agents, servants or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons or organizations, or otherwise.

**IT IS THE INTENTION OF (Diver/Student) \_\_\_\_\_, BY SIGNING THIS DOCUMENT, TO EXEMPT AND RELIEVE THE ORGANIZATION AND INSTRUCTORS NAMED HEREIN AND THEIR AGENTS, SERVANTS AND EMPLOYEES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. BY SIGNING THIS DOCUMENT, THE DIVER/STUDENT ACKNOWLEDGES THAT HE/SHE ASSUMES THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH UPON HIM/HERSELF.**

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the organization or instructors named above, he/she shall indemnify and hold them harmless from any and all claims or causes of action by whomever or whenever made or presented for personal injuries, property damage or wrongful death. The undersigned acknowledges that he/she has read the foregoing paragraphs and fully understands the legal rights that he/she is giving up by signing this document. He/she further warrants that he/she has been fully and completely advised of the potential hazards and dangers incidental to engaging in the activity and/or instruction of SCUBA diving, or diving related activities.

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Name of Student/Participant*

\_\_\_\_\_  
*Signature of Student/Participant*

\_\_\_\_\_  
*Signature of Parent of Guardian  
(If student is a minor)*