MAUI SHALLOW WATER DIVE ACADEMY LLC

LIABILITY WAIVER & ASSUMPTION OF RISK

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. PARTICIPANT INFORMATION

Full Name: _____ Date of Birth: _____

Address: _____

Phone Number: _____ Email: _____

Emergency Contact: _____ Phone: _____

2. MEDICAL DECLARATION & QUESTIONNAIRE

Tankless surface-supplied air diving is a physical activity that inherently involves risks, particularly for individuals with certain medical conditions. Please answer YES or NO to the following. If you answer YES to any question, you may be required to provide medical clearance from a physician before participating.

[ ] YES [ ] NO	Are you currently pregnant or trying to become pregnant?
[ ] YES [ ] NO	Do you have a history of heart disease, heart attacks, angina, or irregular heartbeat?
[ ] YES [ ] NO	Do you suffer from asthma, emphysema, tuberculosis, or any other respiratory or lung disease?
[ ] YES [ ] NO	Have you ever had a pneumothorax (collapsed lung) or chest surgery?
[ ] YES [ ] NO	Do you have a history of ear or sinus disease, chronic infections, or trouble equalizing pressure?
[ ] YES [ ] NO	Do you have a history of seizures, epilepsy, fainting spells, or convulsions?
[ ] YES [ ] NO	Are you currently taking any prescription medications that warn about impairment of physical or mental abilities?
[ ] YES [ ] NO	Have you had any recent surgeries, injuries, or medical conditions that could affect your ability to swim?

> ***Participant Medical Statement:*** *I hereby declare that I am physically fit to participate in tankless surface-supplied air diving and have no undisclosed medical conditions that would endanger my life or the lives of others.*

3. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I acknowledge and fully understand that participating in tankless surface-supplied air diving (utilizing systems such as AirBuddy or BLU3) and related ocean activities with Maui Shallow Water Dive Academy LLC involves inherent risks. These risks include, but are not limited to:

- Drowning, decompression sickness, embolism, or other hyperbaric/expansion injuries that require treatment in a recompression chamber.
- Risks associated with the equipment, including malfunction of the surface-supplied air hose, compressor failure, or loss of air supply.
- Hazards of the marine environment, including unpredictable ocean currents, waves, sharp coral, marine life interactions, and weather changes.
- Injuries resulting from ascending too quickly from the maximum operational depth of 30 feet.

I acknowledge that the instructors will be equipped with independent SCUBA tanks for group control and safety, while participants will be utilizing surface-supplied tankless systems. I accept full responsibility for my own safety and assume all risks, known and unknown, associated with this activity.

4. STRICT COMPLIANCE WITH SAFETY PROTOCOLS

I agree to strictly follow all instructions provided by the dive instructors and guides. I agree to:

- Never dive alone and always stay within sight and direct supervision of my instructor.
- Never exceed the maximum depth limit of 30 feet.
- Continuously utilize taught breathing techniques, including the Sea Turtle Breathing Method, and never hold my breath while utilizing compressed air underwater.
- Immediately signal the instructor and ascend safely if I experience any discomfort, equipment malfunction, or inability to equalize ear pressure.

5. RELEASE OF LIABILITY, WAIVER & INDEMNIFICATION

In consideration for being permitted to participate, I, on behalf of myself and my heirs, hereby permanently and irrevocably RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Maui Shallow Water Dive Academy LLC, its owners, officers, directors, employees, instructors, agents, and affiliated resort partners from any and all liability, claims, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I agree to indemnify, defend, and hold harmless the Released Parties from any loss, liability, damage, or costs, including attorney's fees, arising from my participation.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Signature

Date

PARENT / LEGAL GUARDIAN CONSENT (If Participant is under 18)

I am the parent or legal guardian of the minor named above. I have read and understand this Agreement and agree to be bound by its terms on behalf of the minor.

Parent / Guardian Signature

Date