

STANDARDIZED EQUIPMENT PROGRAM OFF-DUTY EQUIPMENT USER RELEASE OF LIABILITY

Assumption of risk and release of liability for NOAA employees to use NOAA dive gear for personal or recreational use during off-duty diving; hereinafter "Release".

In consideration of NOAA permitting my use of NOAA owned and maintained dive equipment for non-work related dive activities (e.g., personal, recreational, proficiency, educational, weekend, or vacation use), I, for myself and on behalf of all my personal representatives, heirs, and next of kin do execute and certify the following:

I, _____, hereby declare that I am a NOAA employee, that I am a certified NOAA diver trained in safe diving practices, and that I am fully informed of, aware of, and thoroughly understand the inherent hazards and risks associated with snorkeling, skin diving, scuba diving, nitrox diving, and compressed air diving (hereinafter collectively referred to as diving). I understand these risks can lead to severe injury, loss of life, or property damage and liability to others. I understand hazards include, but are not limited to, decompression sickness, embolism, barotraumas or other hyperbaric/air expansion injury that may require treatment in a recompression chamber, drowning, equipment failure, and other perils of the sea. I understand and agree that diving is dangerous whether engaged in depths above or below the recommended 130 foot limitation for sport/recreational diving activities. I further acknowledge and agree that injuries received may be compounded or increased by negligent rescue operations or procedures.

By signing this Release, I certify that I am making full and honest representations of my dive skills and certifications, and I am fully aware of and expressly assume all risks involved in making dives, whether conducted recreationally, for proficiency, or as part of any organized dive endeavor (class, excursion, or trip).

By signing this Release, I further certify that I am responsible for my own actions and use of dive gear, including gear owned and maintained by NOAA, and being used by me while off-duty, and I am financially responsible for expenses, including medical expenses, arising from my off-duty use of NOAA dive gear.

By signing this Release, I acknowledge that past or present medical conditions may disqualify me for diving. I declare that I am in good mental and physical fitness for diving, and that I am not nor will I be under the influence alcohol or any drugs contraindicated for diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of medications or drugs I am taking.

By signing this Release, I acknowledge diving is a physically strenuous activity and that I will be exerting myself during this activity. I further acknowledge that if I die or am injured as a result of heart attack, panic attack, hyperventilation, drowning, or any other cause, I expressly assume the risk of said injuries or death, and neither myself, nor my representatives, heirs, agents, or assigns will hold NOAA or the U. S. Government responsible for the same.

By signing this Release, I agree that I will inspect the air supply and all equipment prior to use, and will notify NOAA if any equipment is not working properly or if I have any problems with the air supply or the equipment. I will not hold NOAA responsible for my failure to inspect the air supply or the equipment prior to diving, or for my use of such faulty equipment regardless of any inspection.

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By signing this Release, I agree to adhere to NOAA policies and procedures regarding proper use, storage, cleaning, maintenance, operation, configuration, and all other instruction related to use of NOAA dive equipment and gear, consistent with the written instructions NOAA has provided, and which is incorporated by reference herein.

By signing this Release, I agree to replace, repair, or otherwise compensate NOAA for any loss, damage, or destruction of any NOAA dive gear in my possession and use under this Release.

By signing this Release, I hereby assume full responsibility for any and all risk of bodily injury, wrongful death, property loss or damage, and liability to myself or any third party, now and forever, arising out of my use of any NOAA dive gear or during diving related activities using NOAA dive gear, whether foreseen or unforeseen, and whether caused by the negligence of myself, third parties, or NOAA.

By signing this Release, I hereby release, waive, discharge, and give up any and all claims against NOAA, the U. S. Government, and all its employees, agents and representatives for any and all liability, claims, and demands by me or made by my personal representative, heirs, agents, assigns, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury, death, or loss arising out of or related to my use of NOAA dive equipment during off-duty hours.

By signing this Release, I understand and agree that this Release means that if I am injured or die in a diving related incident, I am giving up my rights and the rights of my heirs, representatives, executors, or successors to sue NOAA or the U. S. Government, or any of its representatives, employees, or agents for any damages or for any form of compensation.

By signing this Release, I further agree separately to indemnify, save, and hold harmless NOAA and the U. S. Government from any loss, liability, damage, or cost that they may incur, now and forever, arising out of or related to my use of NOAA dive gear off-duty, whether caused by the negligence of NOAA, the U. S. Government, or me.

By signing this Release, I certify that I am trained in diving and safe dive practices by NOAA, and my certification and qualifications are up to date.

By signing this Release I also represent that I have authority to do so and my heirs, assigns, representatives, or beneficiaries will be stopped from claiming otherwise.

By signing this Release, I affirm that I am not relying on any oral or written representation or statements made by NOAA or the U. S. Government, other than what is set forth in this document. I further agree this document shall be interpreted in accordance with the laws of the United States.

By signing this Release, I agree that if any provision of this Release is found to be unenforceable or invalid, that provision shall be severed from this release. The remainder of the Release will then be construed as though the unenforceable provision had never been contained in this release. All other provisions shall survive.

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ACCORDINGLY, WITH FULL UNDERSTANDING, BEING OF RIGHT MIND AND DULY TRAINED, I, _____, BY THIS INSTRUMENT, EXEMPT AND RELEASE NOAA AND THE U. S. GOVERNMENT, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND ASSIGNS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO EQUIPMENT FAILURE AND NEGLIGENCE, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ AND INITIALED THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO MY USE OF NOAA DIVE EQUIPMENT, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AM AN EMPLOYEE OF NOAA, AND I AM OLDER THAN 18 YEARS OF AGE.

I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM NOAA OR THE U. S. GOVERNMENT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY MY USE OF NOAA GEAR AND EQUIPMENT DURING OFF-DUTY HOURS, WHETHER PASSIVE OR ACTIVE. I UNDERSTAND THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL RIGHTS.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT AND INITIALIZING IT. I ALSO UNDERSTAND I SIGN IT ON BEHALF OF MYSELF, MY HEIRS, MY REPRESENTATIVES, NEXT OF KIN, AND ASSIGNS. ACCORDINGLY, I AM BOUND BY THIS RELEASE AND ANYONE WHO SUCCEEDS TO MY RIGHTS AND RESPONSIBILITIES SUCH AS MY HEIRS OR THE EXECUTOR OF MY ESTATE IS ALSO BOUND.

I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

NOAA PERSONNEL USING THE EQUIPMENT:

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

PRINTED NAME of DIVER		
DIVER SIGNATURE		DATE
LINE or STAFF OFFICE	WORK PHONE NUMBER	EMERGENCY CONTACT PHONE NUMBER

NOAA PERSONNEL RELEASING THE EQUIPMENT:

I HAVE REVIEWED THIS DOCUMENT AND CONFIRM IT HAS BEEN PROPERLY COMPLETED.

PRINTED NAME of EQUIPMENT TECHNICIAN or UNIT DIVING SUPERVISOR		
SIGNATURE of EQUIPMENT TECHNICIAN or UNIT DIVING SUPERVISOR		DATE
DIVE LOCKER LOCATION	TITLE of NOAA ISSUING OFFICIAL	PHONE NUMBER
EFFECTIVE DATE This Release is effective as of _____.	EXPIRATION DATE This Release expires on December 31, _____.	