

# The New York City Sea Gypsies, Inc.

P.O. Box 7922, F.D.R. Station, New York, NY 10150-2411

## Club Agreement

**This is an important legal document. You may wish to consult an attorney before signing it.**

### **Recognition of Exceptional Risk**

I recognize that diving (which shall hereinafter include both skin diving and scuba diving) is an exceptionally hazardous activity, but I still desire to participate in this activity and to obtain or continue membership in the New York City Sea Gypsies, Inc. (referred to herein as the 'Club') in order to participate in Club activities, including Club dives, and in order to obtain the advice, counsel, and assistance of Club members, particularly as it relates to diving (or, if I am a guest of a Club member and do not wish to obtain membership in the Club, I desire to participate in one or more Club activities, including Club dives).

### **Assumption of Exceptional Risk**

I voluntarily assume all risk of injury to myself ('injury' shall herein include bodily injury, and/or damage to or destruction of or loss of my property, and/or my death) which arises from my participation in diving activities, even when such injury is caused solely or in part by the negligence of one or more Co-signers. (As used herein, a 'Co-signer' means any person who has signed this agreement, and who is either a prospective Club member or a Club member in good standing at the relevant time or a guest thereof.)

### **Cross Release of Liability**

I hereby release every Co-signer and the Club from any liability for injuries to me arising from my participation in diving activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of one or more Co-signers.

### **Precondition of Club Membership**

Since every Club member and prospective Club member is required to sign this agreement as a precondition for membership or continued membership in the Club, and all guests are required to sign this agreement as a precondition for taking active part in any Club dive, all such Club members, prospective Club members, and guests are conclusively presumed to have signed this Club Agreement. Because of this fact, it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are in fact Co-signers, for my negligent acts or omissions (if there are any) which relate to or which are connected with diving.

### **Specific Waiver of Liability for Club Rules and Policies**

I recognize that there may be diving practices or rules which others might consider necessary or prudent for safe diving and which have not been adopted by or which are not enforced by either the Club or one or more Club members, officers, or dive coordinators. I will not hold the Club or any Club member acting in any capacity whatsoever liable for any injury arising solely or in part from a failure of the Club or any Club member acting in any capacity whatsoever to adopt or to enforce any particular rule or practice. This includes but is not limited to: a failure to enforce the Buddy System; a failure to adopt or enforce a policy of cancelling dives due to marine, atmospheric, or other dangers; a failure to require use of any particular item of diving equipment; and a failure to require any minimum level of diving expertise or experience for Club member, prospective Club member, or guest participation in a Club activity.

### **Specific Waiver of Liability for False or Misleading Information**

I recognize that one or more Club members (or non-members) may negligently omit to give me information, or may give me false or misleading information pertaining to the difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that one or more Club members (or non-members) may negligently approve of my preparation or planning for a dive or my equipment condition or my complement of equipment or my manner of wearing or using equipment. I agree that I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment is sufficient for the dive I intend to make. I release the Club and all Co-signers who by signing the Agreement similarly release me from negligent acts or omissions of this nature.

Initials: \_\_\_\_\_

# The New York City Sea Gypsies, Inc.

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## Specific Waiver of Liability Relating to Diving Assistance and Buddy Diving.

I fully recognize that a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near to or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me.

Since I recognize that any assistance I might give to a diver in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver, including my buddy, in any way whether in or out of the water. I agree that Co-signers have the same freedom. Thus, in order to obtain the benefit of a similar express release from other Co-signers, I agree that no Co-signer is under any obligation to assist me in any way whatsoever either in our out of the water, or to offer me air even when I request it or to stay with me during a diving activity, or to look for me if we become separated. I release all Co-signers from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

(This provision may be modified between two or more buddies for the duration of a dive or permanently only by express written agreement signed by both buddies, but such agreement has no effect with respect to any Co-signer who has not also signed such written agreement.)

## Indemnification Agreement and Waiver

I agree that I will request any guest of mine to sign this agreement before such guest attends any Club activity at which diving is contemplated. If I fail to get such agreement signed, I agree promptly so to advise the dive coordinator. Should be there be no valid signing of this agreement by any guest of mine, including a minor child of whom I am parent or legal guardian, I agree to hold harmless the Club and any other Co-signer from any liability to such guest of mine and from any expense whatsoever incurred or arising as a result of any claim made by or on behalf of any such guest of mine and waive any right I may have to sue on behalf of or through any minor child or ward of mine.

## Term of Agreement

I agree and intend that this Agreement and all of the terms contained herein expressly apply to all Club Activities conducted by me during the calendar year in which I have executed this Agreement.

## Acknowledgment of Understanding and a Reference Copy

I have read and understand this agreement and have had an opportunity to ask questions and to consult legal counsel of my choice. I also acknowledge receipt of a duplicate copy of this agreement for my permanent reference. It is contemplated that this agreement will be signed in many counterparts, all of which taken together shall constitute one agreement.

MEMBER

WITNESS

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Name (please print)

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Name (please print)

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Address

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Address

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Signature

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Signature

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Date

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Date

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Emergency Contact Name and Phone No.