

HORIZO

CHARTERS

NITROX RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK

This document is a legally binding contract which is intended to provide a comprehensive release of liability and express assumption of risk but is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state.

I hereby affirm that I have been advised and thoroughly informed of the inherent hazards of skin diving and scuba diving, and the particular hazards of scuba diving with oxygen enriched air. I understand that diving with oxygen enriched air (Enriched Air Nitrox) involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Also, I understand the unusual inherent risks of scuba diving; including but not limited to decompression sickness, air embolism, drowning, or other injuries; may occur that require treatment in a recompression chamber. I understand that the open water diving trips, which are necessary for training and certification or for my own recreation may be conducted at a site that is remote, either by time or distance or both, from such recompression chamber. I still choose to proceed with such instructional or recreational dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

I hereby release from any legal liability HORIZON CHARTERS, INC. it's owners, officers, directors, employees and agents. I further release from any legal liability my instructor(s), all recognized associations or companies, and their owners, officers, directors, employees, agents, assigns, as well as Nitrox Technologies, Inc., its owners, officers, directors, employees, agents or assigns, and any other manufacturers and distributors of the NTI Nitrox generation system (hereinafter the "Released Parties") from any and all liability for damage and injury or death to myself or to any persons or property resulting from the selection, installation, maintenance, adjustment or use of this equipment and/or the oxygen enriched air it produces, and if any claim based upon negligence, breach of warranty, contract or any other legal theory, accepting myself the full responsibility for such damage, injury or death which may result from using oxygen enriched air.

On behalf of myself and my heirs, executors, administrators or assigns I hereby release, waive, discharge and relinquish any action or causes of action, which may arise for my heirs, executors, administrators or assigns and for my estate and agree that under no circumstance will I or heirs, executors, administrators or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Released Parties for any cause of action, whether the same shall arise by the negligence of any said persons, or otherwise. IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, BREACH OF WARRANTY OR CONTRACT.

On behalf of my heirs, executors, administrators or assigns I agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted by or on my behalf against the Released Parties, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented from personal injuries, property damage or wrongful death.

I affirm that I have completed training from a recognized enriched air training organization and have presented a certification card as evidence of successful completion of said training.

I affirm that I will personally analyze the oxygen enriched air in my cylinder and that I will note in the NITROX LOG the percentage of oxygen in said cylinder and the maximum depth that such enriched air may be used. I also affirm that I will analyze the cylinder pressure and will note in the NITROX LOG such pressure.

I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between the Released Parties and the undersigned. The Released Parties provide NO WARRANTIES, express or implied and this product is accepted "AS IS". I am of lawful age legally competent to sign this release, or I have acquired the written consent of my parent or guardian.

I ACKNOWLEDGE THAT I HAVE READ THE *FOREGOING* PARAGRAPHS, FULLY UNDERSTANDING THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN DIVING WITH OXYGEN ENRICHED AIR AND THAT I AGREE THAT BY SIGNING THIS INSTRUMENT I AM GIVING UP MY RIGHT TO COLLECT MONETARY DAMAGES OR WRONGFUL DEATH DUE TO NEGLIGENCE.

PRINT NAME: _____ SIGNATURE: _____

NITROX CERTIFICATION NUMBER: _____ TODAYS DATE: _____

Signature of parent or guardian if diver is a minor

SIGNED: _____ DATE: _____