

**CFB KINGSTON DOLPHIN SCUBA CLUB  
RELEASE OF LIABILITY**

**WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT**

I, ....., of ....., realizing and acknowledging the inherent risks and dangers of scuba diving, on behalf of myself, my heirs, devisees, successors, assigns, executors and administrators, in consideration of being permitted to participate in scuba diving activities with the CFB Kingston Dolphin Scuba Club, do hereby:

- a. waive all claims of any nature or kind whether in contract, tort, negligence or otherwise, against Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, and against those members' Non-Public Property, and against the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, all in their employment and private capacities, in any manner arising out of, based upon, occasioned by or attributable to the activities of them, including negligence on their part, or any action taken or things done or maintained by virtue thereof;
- b. having determined and acknowledged that the activity is inherently hazardous and may result in physical harm and wishing in any event to carry out the activity, voluntarily assume any risks that may be associated with the activity;
- c. at all times indemnify and save harmless Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, and those members' Non-Public Property, and the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, from and against all claims and demands, loss, costs, damages, actions, causes of action, suits or other proceedings by whomsoever made, brought, or prosecuted in a manner, related to any loss, property damage, personal injury or death, resulting from, occasioned by or attributable in any way to my presence on or at the CFB Kingston Dolphin Scuba Club, its activities or events;
- d. covenant that I will not commence or maintain against any person, any action or proceeding which will give rise to a claim against Her Majesty the Queen in right of Canada, Her officers, servants, agents, employees and members of Her Canadian Forces, or against those members' Non-Public Property, or against the Canadian Forces Personnel Support Agency, its officers, servants, agents and employees, for contribution or indemnity; and
- e. acknowledge having read this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement and understanding the Agreement is intended to be broad and all inclusive so as to preclude any claims, indicate my acceptance of this document by my signature.

DATED at ....., this ..... day of ....., 20.....

WITNESS .....SIGNATURE .....