



Prior Lake Association

Dive The Lake

June 14, 2008

Diver Registration

Diver Name: _____

Age: _____

Address: _____

Phone: _____

Email Address: _____

Diver Ability Level: _____

Group Name (if coming with a group): _____

Emergency Contact: _____

All divers are required to complete a Diver Waiver Form prior to the dive.

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

This **Diving Agreement** ("Agreement") is made this 14th day of June, 2008, ("Effective Date") by and between the Prior Lake Association with its main offices at P.O. Box 88, Prior Lake, MN, 55372, and

_____ ("Diver"). In consideration for the Prior Lake Association's approval of Diver's involvement with the Prior Lake Association as a Diver for the Lake Clean Up Day, Diver, intending to be legally bound, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities and representations:

1. **Scope of Agreement:** This Agreement sets forth the rights and obligations of the Prior Lake Association and Diver.

2. **Definitions and Terms:**

(a) "Agreement" means this "**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**"

(b) "Diving" means diving and other clean-up services and work to be performed by Divers in relation to the Lake Clean Up Day sponsored by the Prior Lake Association.

3. **Representations and Assumption of Risk.** Diver acknowledges and agrees that the Diving performed may be inherently dangerous. As such, Diver acknowledges and agrees that such Diving involve risks, dangers and hazards. Diver acknowledges and agrees that such Diving may result in personal injury, death, property damage or other loss to any individuals conducting and participating in such Diving. The Prior Lake Association has made no representations to Diver about such Diver's safety during Diving. Diver hereby acknowledges that he or she is aware of the risks, dangers and hazards associated with conducting and participating in the Diving and freely accepts and fully assumes all such risks, dangers and hazards associated therewith. Diver acknowledges that he or she is fully able to understand and evaluate the risks of the Diving.

4. **Waiver, Release, Covenant Not to Sue and Indemnity.** The undersigned hereby waives, releases and agrees not to sue the Prior Lake Association, for any and all claims of liability that Diver or Diver's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Volunteer Diver's family, may have against the Prior Lake Association, and Diver hereby agrees to indemnify and hold harmless Prior Lake Association, its agents, directors, employees, legal representatives and their successors and assigns from and against any and all claims, liabilities, losses, demands, attorney fees and court costs arising from any property damage or any personal injury to, or death to the Diver as a result of Diver participating in any manner whatsoever, in the Diving and due to any cause whatsoever, including negligence, breach of contract, or any other theory of liability. Diver shall promptly pay to Prior Lake Association, its successors and/or assigns, the full amount of any such costs, loss or damage which the Prior Lake Association, its successors and/or assigns may sustain or incur, or for which the Prior Lake Association, its successors or assigns may become liable for as a result of Diver's participation in the Diving.

(cont.)

5. **Severability:** Any provision of this Agreement, or part hereof, which is determined to be invalid or unenforceable by a court or administrative agency shall not affect the validity or enforceability of the remaining provisions of this Agreement, or parts hereof.

6. **Captions:** The captions herein are inserted for convenience of reference only and shall not be used in interpreting any of the terms of this Agreement.

7. **Facsimile Signature:** Documents bearing facsimile signatures shall be treated in all manner and respects as a binding and original document, and the signature of any party shall be considered for these purposes as an original signature.

8. **Entire Agreement:** This Agreement contains the full and complete understanding of the parties to it, supersedes all prior agreement and understanding, whether written or oral, pertaining to its subject matter, and cannot be modified or amended except by a written instrument signed by each party. The undersigned agrees that no oral representations, warrants, statements or agreements, apart from this Agreement, have been made to them.

9. **Jurisdiction:** This Instrument is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. It is agreed that the laws of the State of Minnesota shall govern this Instrument

10. **Term:** I agree, for myself and my heirs, that the above provisions, including Waiver, Release, Covenant Not to Sue, and Indemnity shall continue in full force and effect now and at all future times when participant is involved in Diving.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I HAVE READ AND FULLY UNDERSTAND AND ACCEPT EACH OF THE PROVISIONS OF THIS AGREEMENT.

Diver Signature

Address

Email address to be added to mailing lists: _____