



LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR GAS BLENDER COURSE

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, _____, (Participant), HEREBY DECLARE THAT I AM A CERTIFIED SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES INCLUDING THE USE OF ENRICHED AIR NITROX AND/OR BREATHING GASES OTHER THAN AIR, AND AM FULLY AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING.

_____ I further declare that I have been advised of and am thoroughly aware of the inherent risks of scuba diving in general and gas blending activities in particular, including the risk of serious injury or death. In consideration of being allowed to participate in this Gas Blender course, I hereby assume all risks in connection with this course, including the risk that I or someone else may be negligent in connection with this course, and for any harm, injury, or damage that I may suffer in connection with this course, whether foreseen or unforeseen.

_____ I understand that blending, filling, and breathing various oxygen-rich mixtures of breathing gases, up to and including pure oxygen, involves numerous inherent risks including, but not limited to: explosion, fire, central nervous system (CNS) or pulmonary oxygen toxicity, hypoxia, anoxia, hyperoxia, improper or impure mixtures of breathing gas, and any and all other risks of scuba diving in general and mixed-gas diving in particular.

_____ I further declare I understand gas blending involves risks of serious injury or death that may exceed those risks inherent in scuba diving with compressed air only, including the risks associated with filling high pressure cylinders with gas mixtures containing high percentages of oxygen, including pure oxygen, and that I nevertheless expressly assume these risks of gas blending.

_____ I further declare I understand I AM SOLELY RESPONSIBLE FOR ENSURING MY SAFETY DURING MY PARTICIPATION IN THIS COURSE and agree that: 1) the facility(ies), organization(s) or supervisory personnel offering this course, _____, or their employees, officers, agents, or assigns; 2) Diving Science and Technology Corp. ("DSAT"); and 3) International PADI, Inc., ("PADI"), its affiliates or subsidiary corporations, or any of the respective employees, officers, agents, or assigns of 1-3 (hereinafter referred to as the "Released Parties"), may not be held liable or responsible in any way for any injury, death, or other damage to me or my family, heirs, or assigns that may occur in connection with my participation in this Gas Blender course, or as a result of the negligence of any or all of the Released Parties, whether active or passive.

_____ I further declare I will inspect all of my equipment prior to every gas blending activity, including filling, blending, analyzing or otherwise using diving cylinders with mixed gases of any kind, to ensure that they are properly filled, analyzed, marked and used for any activity related to this gas blending course.

____ I further declare I will save and hold harmless the Released Parties from any claim or lawsuit for personal injury, wrongful death, or property damage by me, my family, estate, heirs, or assigns, arising out of my participation in this Gas Blender course, including both claims arising during this course or after I complete this course, even if caused by the negligence of any or all of the Released Parties.

____ I further declare that I am of lawful age and legally competent to sign this Agreement, and further agree that if any portion of this Agreement is held to be invalid for any reason, that said portion shall be considered severed from the remainder of the Agreement, which remainder shall remain in full force and effect.

____ I understand and agree that the terms herein are contractual and not a mere recital, that this Agreement is a legally binding document, and that I have signed this document of my own free accord, after reading and understanding the entire Liability Release and Express Assumption of Risk Agreement.

I. _____ BY MY SIGNATURE ON THIS
(Student Name)

AGREEMENT DO EXEMPT, RELEASE, AND HOLD HARMLESS MY INSTRUCTOR(S) _____

_____, THE FACILITY THROUGH WHICH I RECEIVED MY INSTRUCTION, _____, DSAT CORP., INTERNATIONAL PADI, INC., AND ALL RELEASED PARTIES FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY OR ALL OF THE RELEASED PARTIES, WHETHER ACTIVE OR PASSIVE.

(Date)

(Signature of Participant)

(Date)

(Signature of Parent or Guardian, if applicable)

(Date)

(Witness)