

UNDERWATER SOCIETY OF AMERICA (“USOA”)
ASSUMPTION OF RISK / COMPLETE RELEASE OF LIABILITY AGREEMENT
READ THIS DOCUMENT CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

In consideration of being allowed to participate in Activities, I, _____, hereby voluntarily agree to the complete unaltered printed terms of this document as evidenced by my signature below.

I am a competent swimmer, underwater competitor and/or certified scuba diver, or I am in training for these Activities. I understand these Activities are dangerous and there are significant risks of serious injury or death associated with these Activities that cannot be eliminated. Activities including, but not limited to, learning, practicing, competing, instructing, coaching, refereeing or participating in swimming, breath-holding, skin diving, snorkeling, scuba diving, spearfishing, underwater hockey, underwater rugby, underwater photography, boating and all related activities (referred to as “Activities”) . Despite the risks of injury or death, I voluntarily choose to participate in these Activities. I hereby assume the risk of any injury or death associated with these Activities. I will not hold any person, business, organization, facility or the Released Parties responsible if I am injured or die as a result of my participation in these Activities.

I understand that participation in these Activities will be physically strenuous and, I hereby confirm, that I am physically, mentally and medically competent to participate in these Activities. I will not hold any person, business, organization, facility or the Released Parties liable if I am injured or die as a result of my physical, mental or medical condition. In the event I am injured or incapacitated and in need of first aid or resuscitation, I hereby authorize anyone to provide care to me and agree to release all persons, businesses, organizations, facilities and Released Parties of all liability for my care. I understand that medical care may not be available at the Activity and that my condition may become worse while waiting for rescue, resuscitation and/or medical care. Despite these risks, I voluntarily choose to participate in the Activity. I will not hold any person, business, organization, facility or the Released Parties responsible if I am injured or die as a result of failure to provide proper and timely rescue, resuscitation and/or medical care.

I understand and hereby agree that these Activities have rules, regulations and safety guidelines which I agree to follow completely. I understand and agree that these Activities require specialized equipment, including but not limited to, life support equipment; and it is my responsibility to inspect and verify the proper function of all equipment I may use prior to entering the water, regardless of who supplies the equipment. I understand that failure to properly inspect and properly use equipment associated with these Activities may lead to injury or death. Despite these risks, I voluntarily choose to participate anyway. I will not hold any person, business, organization, facility or the Released Parties responsible for any injury or death as a result of equipment failure, malfunction, misuse or any other equipment related problem.

I have discussed my participation in these Activities, and the risk of injury or death inherent of these Activities, with my family, heirs, executors, and assigns, and they have authorized me to commit to the terms of this document. On behalf of myself, my heirs, estate, executors, assigns and all others (referred to as “Releasees”), I hereby agree to waive and release all parties, persons, businesses, organizations, facilities and Released Parties from any claim, cause of action, lawsuit, costs, responsibility or liability whatsoever for my injury or death associated with participation in these Activities. In the event any Releasee presents a claim or lawsuit for my injury or death as a result of my participation in these Activities, I hereby agree, and on behalf of my estate, to be fully liable to the Released Parties for the complete cost of the claim or lawsuit, including all defense costs. I agree that under no circumstances will I or the Releasees present a claim or lawsuit to any party, person, business, organization, sponsor or facility, including but not limited to the Underwater Society of America, USOA, and/or their officers, directors, employees, agents, volunteers, representatives, sponsors, agencies, advertisers, other participants, all facilities, all events, and all businesses (referred to as “Released Parties”) for any injury or death as a result of my participation in these Activities. On behalf of myself and the Releasees, I hereby waive and release all Released Parties of any negligence, including but not limited to, acts or omissions by any party, person, business, organization or facility including but not limited to negligence by or of the Released Parties. I hereby agree to indemnify, hold harmless and refrain from a claim or lawsuit for any negligence leading to my injury or death. I hereby agree to this COMPLETE RELEASE OF MY RIGHTS TO SUE the Released Parties.

I declare I am over the age of 18 and legally competent to agree to the terms of this document or I have obtained the agreement and signature of my parent or guardian. I understand this is a contractual agreement between myself (and on behalf of Releasees) and the Released Parties. I have read, understand and agree with the complete printed terms of this agreement without alteration of the terms, other inducement or duress. I understand that by signing this document I am giving up legal rights for myself and the Releasees. I agree that in the event of a legal dispute regarding this document or my participation in these Activities, the jurisdiction for resolution shall be the Superior Court of California, Alameda County and shall be governed by the laws of that jurisdiction. I agree that in the event any part of this agreement is found to be unlawful, then the remainder of the agreement shall remain in full force and effect. I hereby agree to be bound by the terms of this document for the calendar year in which I have signed and dated the document or until I decide to no longer participate in the Activities.

Participant’s Signature: _____ Print Name of Participant: _____ Date: _____

Participant’s Address: _____ Email: _____ Phone: _____

City: _____ State: _____ Zip: _____ Home Club: _____ USOA Member No.: _____

Parent or Guardian’s Signature: _____ Print Name of Parent or Guardian: _____

Parents or guardians, by signing this document you hereby agree to the terms of the document on behalf of you and the Releasees. Additionally, in the event your minor successfully seeks a claim or lawsuit against the Released Parties, you hereby agree to be liable to the Released Parties for all claims, settlements, awards, judgments, defense and all other costs associated.

Return this form to: USOA Underwater Hockey - Postal Annex, 39270 Paseo Padre Parkway, Box #452, Fremont, CA 94538

Underwater Society of America - Safety Guidelines for Underwater Hockey

The Underwater Hockey Committee of the Underwater Society of America (USOA) has adopted the following Safety Guidelines for participants in USOA sanctioned underwater hockey activities. While no sporting activity is without risk, the USOA feels these Safety Guidelines will minimize what little risk exists in underwater hockey training or competition.

Underwater Hockey is a snorkeling sport played in a hard-bottomed pool with depths of up to 12 feet. Players wear masks, fins, and snorkels, mouth and ear protection, and a protective glove on the playing hand. Short sticks are used to push and pass a 3-pound puck along the pool bottom into the opponents goal. Players must dive down to play the puck and work in close coordination with their teammates to advance the puck or defend a goal.

Because the play occurs on the bottom of the pool, players must use controlled breathing and dive underwater for short periods of time while in play. Extended underwater breath holding can increase the risk of unconsciousness. USOA realizes that the risk of such an occurrence is extremely low due to the inherent nature of the game. However, the organization requires that all underwater hockey players read, understand, and agree to follow these guidelines:

1) Hyperventilation is not allowed prior to or during underwater hockey activities.

Hyperventilation is the act of breathing deeper and/or faster than needed to sustain a normal level of oxygen saturation in the body. Hyperventilation is used while a person is at rest in an attempt to purge carbon dioxide (CO₂) from the body prior to an athletic activity. Heavy breathing after a cardiovascular workout in order to 'catch your breath', such as happens in any sport, is not considered hyperventilation because the function is to increase the level of oxygen rather than an attempt to purge CO₂ to below normal levels.

2) Extensive and long duration breath-holding is neither allowed nor necessary for playing or training for underwater hockey.

Extensive breath-holding for a long period of time and/or to deep depths is a potentially dangerous activity and is not a usual, useful, or productive activity in underwater hockey. Rarely do players stay submerged for more than 15 seconds - even at the highest levels of play. Unlike competition breath-hold sports where the participants' goals are to stay underwater the longest or go the farthest on one breath, underwater hockey requires multiple shallow and short dives and quick up-and-down cycling to produce a higher oxygen level and provide for fast swimming, quick turns, team coordination, and skillful puck handling. Under no circumstances should players try to stay submerged for long periods of time or distances, even in training.

3) Underwater Hockey activities in a pool, including controlled breathing exercises and swims, shall occur in the direct supervision of others.

Even though serious injury or unconsciousness is an extremely low risk factor in underwater hockey, like any sport things can happen where a player needs assistance. A capable observer or buddy system shall always be used. Groups of 4 or more players may play underwater hockey without a direct supervisor (the other hockey players are the observers) while groups of three or fewer shall use a non-participating observer charged only with watching the underwater hockey players. A rotating buddy system ensures that one player is fully able to view or assist the others. Do not practice any type of underwater exercises alone - even with a lifeguard present!

4) Underwater hockey players shall always be aware that the possibility of an injured player exists and be vigilant about scanning the entire pool for injured or unconscious players.

The sport of underwater hockey is fortunate in that its use of masks and snorkels allows in-water players or referees to have a good view of the pool and other players. If a player were to be injured another player or referee would quickly observe the injured player and be able to provide immediate assistance. Constant surveillance and awareness of the playing field by players, substitutes, and referees keeps our sport safe. All participants shall constantly monitor the pool and act to aid a swimmer if any sign of help is needed.

5) Underwater hockey players shall never remain motionless in the water.

Because the most noticeable sign of unconsciousness is lying still, USOA Underwater Hockey requires participants to keep moving so that others know you are not unconscious, while on the bottom or floating on the surface. While a lack of motion in itself is not specifically dangerous, it lowers the alertness of those who might respond to a true accident. Always make movements to be sure that people know that you are OK.

6) All underwater hockey players are required to wear a dual lens design mask, protective ear guards, mouth guards, and hand protection on the playing hand, when playing underwater hockey.

Although the rules of underwater hockey dictate that it is a non-contact sport, incidental contact may occur. Injuries may occur from a wayward stick, a puck, a swim stroke, or an unfortunate fin kick. Wearing of dual lens design masks greatly reduces the chances of lens breakages. While USOA Underwater Hockey realizes these incidents may occur infrequently, safety is our highest priority. Wearing this protective equipment greatly limits the risk of injury.

7) All injuries requiring medical attention and resulting from underwater hockey activities shall be reported to a local underwater hockey organization representative and to the USOA Underwater Hockey National Safety Director.

USOA Underwater Hockey strives to attain the safest environment feasible. To identify potential sources of injury, a record of underwater hockey-related injuries is required. As part of the underwater hockey community, responsibility for injury reports lies with the persons at the site of an incident, and especially the injured player. Injury report forms are available from your local club or at www.usauwh.com.

8) Underwater hockey players shall read, understand, and sign an understanding of these Safety Guidelines at least annually.

These guidelines shall be presented to any new players prior to participation.

I (print name) _____ hereby attest that I have read and understand the information provided to me regarding the USOA Underwater Safety Guidelines for participating in underwater hockey activities, including the potential hazards associated with the sport, and necessary precautions to prevent injury, including unconsciousness. In addition, I agree to follow all local aquatic facility rules.

Participant Name (print)

Participant Signature

Date

USA Underwater Hockey Media Grant

In consideration of and as a condition of USA Underwater Hockey and the Underwater Society of America's (USOA) issuance of a membership to me and allowance of my entry in events that it permits or sanctions, I grant to USA Underwater Hockey and USOA, and their assigns, the right and a license to film, video, photograph, reproduce, publish, distribute, and otherwise use, in any medium and worldwide, my name and voice and pictures and likenesses of me. This Grant shall be binding upon me and my heirs and legal representatives. I am over 18 years of age or, if I am not, my parent or legal guardian has given their consent.

Participant Name (print)

Participant Signature

Date