

**APPENDIX D**

**USC Waiver and Release of Liability**

FROM: (print name): \_\_\_\_\_

TO: The University of Southern California, University Park, Los Angeles, CA 90007

ATTENTION: Director, USC Wrigley Institute for Environmental Studies

I hereby apply for permission to engage in compressed gas diving under University of Southern California auspices.

I acknowledge that in the event such permission is granted it will be granted to me as a voluntary diver. I am participating in this activity with full knowledge of the risks inherent in compressed gas diving and I hereby agree to accept any and all risks associated with this activity. I hereby acknowledge and affirm that I am not required to participate in compressed gas diving as a condition to obtaining any academic degree. I further acknowledge that I am not to be considered an employee of the University, and that no benefits customarily afforded to employees, will be extended to me by virtue of participation in compressed gas diving. As an individual who actual IS employed by the University in a capacity unrelated to compressed gas diving, I acknowledge that participating in compressed gas diving is not a condition of my employment.

I CERTIFY THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO ABIDE BY THE UNIVERSITY OF SOUTHERN CALIFORNIA COMPRESSED GAS DIVING REGULATIONS AS SET FORTH IN THE DIVING SAFETY MANUAL.

In consideration of being granted permission as herein requested, I hereby waive and relinquish any right, claim or cause of action which I or my heirs or personal representative may in the future have against the University, its officers, agents and employees, the USC Wrigley Institute for Environmental Studies, any member, associate, employee or agent thereof, for any injury, no matter how serious and whether or not resulting in death, and/or destruction of any personal property, regardless of how or by whom such injury or damage is caused, which results from my participation in compressed gas diving (including travel to and from the site of such diving) .

I do not intend by this instrument to waive or relinquish any claim against any individual arising out of his/her intentional act or willful negligence but in the event such individual is determined to be an agent of the University of Southern California, I do hereby waive and relinquish any claim against the University as a principal.

NOTE: This instrument is a waiver of your legal right to collect damages in the event of your injury or death and in the event of damage or destruction of your personal property. If you do not understand this instrument you are advised to consult an attorney.

IN WITNESS THEREOF, I HAVE EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_\_.

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

WITNESSED BY (please print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**APPENDIX D**

**RELEASE FROM LIABILITY**  
(University of Southern California)

I, the undersigned, acknowledge and agree that in consideration for permission to participate in the Activities (defined below), I voluntarily indemnify, release from liability and hold harmless the University of Southern California, The USC Wrigley Institute for Environmental Studies and any organization affiliated therewith, including all of their respective agents, employees, administrators, representatives, officers, students and assigns (collectively, "USC"), for any injury, illness, death, loss or damage to person or property that I may suffer in connection with any activities in which I may engage on, about or by access through any property owned, operated or managed by USC (whether permitted or not permitted by USC), including without limitation, activities such as swimming, diving, snorkeling, scuba diving, surfing, wading or boating (collectively, the "Activities"). I acknowledge and agree that this release applies to all claims for any injury, illness, death, loss or damage that I may suffer, financial or otherwise, whether known or unknown, or foreseen or unforeseen, in connection with the Activities. I am aware of the provisions of Section 1542 of the California Civil Code, which Section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I hereby waive the provisions of Section 1542 of the California Civil Code and the provisions of any similar laws of any other state or country. I agree that I, my spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attach the property of USC for any loss or damage resulting from my participation in the Activities. I understand that none of the Activities are endorsed, sanctioned, guaranteed, supervised or monitored by USC.

I acknowledge and affirm that I am not required to participate in any of the Activities as a condition to obtaining any academic degree. I further acknowledge and affirm that I am not to be considered an employee of USC and that no benefits customarily afforded to employees of USC, will be extended to me by virtue of my participation in the Activities. As an individual who actually IS employed by USC in a capacity unrelated to the Activities. I acknowledge that participating in the Activities is not a condition of my employment.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF MY LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGES AND A CONTRACT BETWEEN MYSELF AND USC AND SIGN IT OF MY OWN FREE WILL.

**WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN UNDERTAKING THE ACTIVITIES. FOR EXAMPLE: RISK OF SEVERE INJURIES DUE TO WATER TEMPERATURE, BOAT ACCIDENTS, DROWNING, WEATHER AND OCEAN CURRENTS AND CONDITIONS, CONTACT WITH MARINE ORGANISMS, EQUIPMENT FAILURE, HAZARDOUS OCEAN BOTTOM TOPOGRAPHY, THIRD-PARTY LIABILITY, CRIMINAL ACTIVITY AND DEATH.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

WITNESSED BY (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_