

ACCIDENT WAIVER AND RELEASE OF LIABILITY FOR MARTHA'S QUARRY, LOCATED ON QUARRY ROAD,

CITY OF LEBANON, WILSON COUNTY, TENNESSEE

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES WHILE VISITING MATHA'S QUARRY AND ADJOINING PROPERTIES, including by the way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit for participating in activities while at MARTHA'S QUARRY. I certify that there are no health-related reasons or problems which preclude my participation in these activities. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the property owners and their assignees.

I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this visit, THE FOLLOWING ENTITIES OR PERSONS: Martha's Quarry SCUBA Center and Vesta Corporation/Stone Lake LLC (Property Owners) and/or their directors, officers, stockholders, employees, volunteers, representatives, and agents.

(B) **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** Martha's Quarry SCUBA Center and Vesta Corporation/Stone Lake LLC (Property Owners) and/or their directors, officers, stockholders, employees, volunteers, representatives, and agents from any and all liabilities or claims made as a result of this visit, whether caused by the negligence of released parties or otherwise.

I acknowledge that Martha's Quarry SCUBA Center and Vesta Corporation/Stone Lake LLC (Property Owners) and their directors, officers, stockholders, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity.

I acknowledge that this visit may involve risks including, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, water, and actions of other people. These risks are inherent to visitors.

I understand while participating in this visit, I may be photographed. I agree to allow my photo, video, or film likeness to be used by the property holders, activity holders and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

COVID-19 EXPRESS ASSUMPTION OF RISK AND WAIVER ADDENDUM

I understand the purpose of signing this addendum is to exempt and release Martha's Quarry SCUBA Center, it's employees, Instructors, and it's agents and hold these entities harmless from any and all liability arising out of my participation in diving or trip activities and specifically with regard to any loss, illness, injury, disability, or death suffered by me due to my exposure to COVID-19, related illnesses and other infectious diseases.

I agree to comply with current hygiene and safety advice, including social distancing, recommended by the WHO, CDC, state and local health services and further agree to abide by any additional hygiene terms the Released Parties may send to me prior to my participation. Prior to my participation in any dives, trips or other activities, if I or anyone I live with or have been exposed to have tested positive or appears to have symptoms of the virus or similar illness (including but not limited to: cough, fever, or respiratory symptoms, mild or otherwise) I agree I have a duty to immediately inform the Released Parties and will seek to reschedule my dive, trip or other activities to a time after I have been cleared by a physician in writing to safely participate and to provide the same to the Released Parties.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature (Including Parent/Guardian)

Printed Name

Age

Email

Phone

Date

Shop Name _____

Shop Phone _____

Shop Contact _____ Email _____