

# Exhibit 'A'

## DIVE VALHALLA WAIVER AND RELEASE AGREEMENT

(to be executed by each participant/diver or guest of lessee, please print legibly)

I, \_\_\_\_\_, Email \_\_\_\_\_ Age: \_\_\_\_ of  
(address): \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

do hereby voluntarily release, discharge, waive, and relinquish any and all claims and potential claims and any and all causes of action and potential causes of action for personal injury, property damage, wrongful death, dismemberment, or other injury/damages of whatever kind and nature occurring or which may occur to me and/or my property arising as a result of engaging in "skin" and/or "scuba" diving activities and/or instruction and any and all activities incidental thereto and/or in connection therewith, whatever and however such injuries/damages may occur and for whatever period of time said activities or instructions may continue, and I do for myself, my heirs, executors, administrators, and assigns hereby **RELEASE, WAIVE, DISCHARGE, AND FOREVER RELINQUISH ANY AND ALL ACTIONS, CAUSES OF ACTION, OR POTENTIAL CAUSES OF ACTION** which may hereafter arise for me or my estate and I agree that under **NO** circumstance will I or my heirs, executors, administrators or assigns prosecute, pursue, and/or present any claim whatsoever for personal injury, property damage(s) or wrongful death, dismemberment, or other injury/damages of whatever kind and nature against "DIVE VALHALLA", Family Scuba Center, Mark A Hannifin or Linda Sue Hannifin, Family Scuba Center Staff, or (lessee name): Duggan Diving Enterprises, Inc.

Lessee, as a result of negligence, omission, hazards, intentional acts which lead to injury/damages, or otherwise of those parties listed above or said property known as "Dive Valhalla"

I have been fully advised of the hazards & dangers incidental to engaging in the activity and/or instruction of "skin" and "scuba" diving along with the specific additional access hazards and dangers attendant to diving at "DIVE VALHALLA" which is an abandoned and salvaged Atlas Nuclear Missile Silo. I understand that additional exertion and potential for injury may occur at this facility due to location, equipment handling, access and prior salvage activities. I hereby voluntarily and with consideration for my personal safety accept and assume all such risks and dangers attendant to those activities both prior to, during, and after any diving activities, even including negligence of or by any of those parties listed above.

**BY SIGNING THIS AGREEMENT/WAIVER I SPECIFICALLY & UNCONDITIONALLY RELEASE "DIVE VALHALLA" MARK A HANNIFIN, LINDA SUE HANNIFIN, FAMILY SCUBA CENTER AND**  
(lessee name): Duggan Diving Enterprises, Inc.

**FROM ANY CLAIM OR CAUSE OF ACTION. I, OR MY ESTATE, MAY HAVE FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, DISMEMBERMENT, OR OTHER ARISING FROM "SKIN" AND/OR "SCUBA" DIVING ACTIVITIES AND/OR INSTRUCTION. ACCESS TO OR ACTIVITIES ON OR IN "DIVE VALHALLA" WHETHER CAUSED BY THE NEGLIGENCE OF THE ABOVE-LISTED PARTIES OR OTHERWISE. I AGREE TO HOLD THE AFOREMENTIONED HARMLESS FOR ANY INJURY, DAMAGES, AND OR DEATH WHICH MAY OCCUR TO ME BEFORE, DURING, OR AFTER "SKIN" AND/OR "SCUBA" DIVING ACTIVITIES AND/OR INSTRUCTION.**

I have read and understand the above and the Dive Valhalla Safe Diving Agreement. I am of lawful age and competent to sign hereon. I have provided accurate and truthful confirmation of my Covid 19 vaccination records.

**I HAVE READ THE FOREGOING & AGREE TO BE BOUND BY IT.**

Dated: \_\_\_\_\_ Participant Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent / Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_

Highest Diver Certification Level: \_\_\_\_\_ Agency: \_\_\_\_\_

No. of Dives made: Lifetime: \_\_\_\_\_ Last 12 Months: \_\_\_\_\_ Deepest Dive to date: \_\_\_\_\_ feet

Witness Signature: \_\_\_\_\_ Witness Printed Name: \_\_\_\_\_

## Exhibit 'A' (continued)

### Dive Valhalla Safe Diving Agreement

Dive Valhalla has maintained a safe and fun diving environment for many years, with no reported accidents or injuries. In order to maintain that record for you and your dive buddies, the following procedures will be followed for all activities on, in or around Dive Valhalla activities. By participating in the diving, camping or touring activities conducted at Dive Valhalla, you accept these procedures in their entirety. These procedures may not be orally waived or modified. Any variances in these practices must be waived in writing and in advance of the activity dates. Failure to adhere to these practices will result in the offender(s) being curtailed from further Dive Valhalla activities or possibly removed from the property.

1. All diving activities will be under the direct or indirect control of the Lessee who has leased Dive Valhalla for the activity or their designated representative(s).
2. All persons coming onto the Dive Valhalla property for any reason will provide previously executed Dive Valhalla Waiver and Release Agreements upon entry onto the property. This applies to divers, non-divers, tour groups or drivers providing transportation.
  - a. If any such person is a minor, the Dive Valhalla Waiver and Release Agreement must be signed by both the minor and their parent or legal guardian.
  - b. If any person does not provide such properly executed Dive Valhalla Waiver and Release Agreement, they shall exit the property until such form is properly completed and executed.
3. Lessee or their designated representatives will log all divers in and out of the water on each dive. Such written record will record at a minimum: diver's name, planned depth and duration, time in, time out, tank pressure in, tank pressure out and comments section for unusual activities, such as rapid ascent, buoyancy or weighting problems, high air consumption or any other out of the ordinary occurrences.
4. No alcohol consumption is permitted within 12 hours prior to any diving activities at Dive Valhalla. Alcohol is a diuretic and reduces the amount of fluid in your body and has been shown to be a risk factor in Decompression Sickness. Alcohol is also known to adversely affect brain function and is a contraindication to safe diving practices. If it apparent or strongly suspected that you have been drinking, you will not be allowed in certain areas of Dive Valhalla and will not be allowed to dive.
5. Mind-altering substances of any variety are contraindications to safe diving and are not permitted. Illegal substances of any variety are not permitted on Dive Valhalla property. Authorities will be contacted for resolution.
6. All divers will begin each dive with a full cylinder (90% of rated pressure or more) of adequate volume to complete the planned dive activity and any safety stops / decompression stops and have a sufficient reserve.
7. All dives will be conducted with a dive plan approved by lessee or their designated representative. This plan will consider, among other factors, the diver's nitrogen loading, the altitude corrections, the planned dive depth and time, air consumption history and cylinder size. Divers who have not received approval of their dive plan will not be allowed to dive until their plan is approved.
8. Instruction for advanced certifications, mixed gasses, freediving, technical diving, decompression diving, rebreather training or others to the level of qualification and insurance provided by the conducting instructor is permitted and encouraged.
9. **REQUIRED EQUIPMENT:** All divers should be equipped, as a minimum, with a quality diving regulator with a backup second stage or Integrated Regulator-Inflator, Information System (with depth indication, elapsed time indication and tank pressure indication, suitable diving tables and altitude correction information) or a diving computer, a buoyancy compensator, thermal protection for 58-60 degree water, well fitting mask, fins, snorkel and dive boots, a main dive light, backup dive light and marker light.
10. **SUGGESTED ACCESSORIES:** dive hood, dive gloves and pony bottle with regulator or semi-redundant air system.
11. **SUGGESTED PREPARATION:** familiarity with your diving gear and accessories. The Dive Valhalla Staff strongly recommends that you arrange a pool session with your local dive shop in the exact equipment and accessories that you will be using at Dive Valhalla to determine correct weighting and gain familiarity with controls, instrumentation and operating in the thermal protection that you will be using. If you will be using a pony bottle or semi-redundant system, practice placement and switching of the regulators while in the water.