



**OL' SALTY II Charters**  
**Nick Caruso Enterprises Incorporated**  
**1651 Martin Road**  
**Wall Township, NJ 07753**  
**1-800-836-TUNA**

## **LIABILITY RELEASE & INDEMNIFICATION AGREEMENT**

*Please Print Clearly/Must be Notarized*

Initial each numbered section to which you agree. Print the word VOID in the space provided for initials if you do not agree, or if the statement is inaccurate, untrue, or you do not understand the intent of the statement.

- \_\_\_\_ 1. It is my intention by this instrument to give up my right to sue OL' Salty II / Nick Caruso Enterprises Inc./ Capt. Nick Caruso, Seadwellers Inc. of NJ, NAUI, TDI/SDI, and their officers, agents, servants, and/or employees, whether specifically named or not, and it is also my intention to exempt and relieve OL' Salty II / Nick Caruso Enterprises Inc./ Capt. Nick Caruso, Seadwellers Inc. of NJ, NAUI, TDI/SDI and their officers, agents, servants, and/or employees and to hold these entities harmless from any liability for personal injury, property damage, or wrongful death caused by negligence whether passive or active and I agree to assume all risk in connection with my scuba diving activities.
- \_\_\_\_ 2. I am a certified diver and have been taught and understand that scuba diving has inherent risks and dangers associated therewith including, but not limited to, decompression sickness, embolism, equipment failure or malfunction, acts of fellow divers, depletion of the diver's breathing gas supply, becoming lost or disoriented at depth, becoming entangled or entrapped by objects on the sea floor or wreck, onset of sudden illness at depth, or other perils of the sea which could cause injury or drowning, and I SPECIFICALLY ASSUME SUCH RISKS.
- \_\_\_\_ 3. I understand that breathing gases other than air, diving deeper than 130 feet, and conducting dives requiring mandatory decompression, only increases these inherent risks, and I have received training specifically to aid me in managing these increased risks.
- \_\_\_\_ 4. I fully understand and am fully aware that there are no US Navy repetitive dive tables for dives deeper than 190 feet, although computer-driven software exists to create any dive schedule desired. I understand it is not recommended to conduct repetitive dives beyond 190' and in doing so I SPECIFICALLY ASSUME ALL RISKS involved with my activities.
- \_\_\_\_ 5. Within the last year, I have conducted wreck dives well in excess of 130 feet and I am familiar with the extensive preparation necessary to conduct such dives and understand that I am solely responsible for such preparation, OR I am currently enrolled in a technical diving course and I will be making my certification dives on these trips under the supervision of my instructor.
- \_\_\_\_ 6. I am physically fit for deep technical scuba diving and I will not hold any of the above named persons or entities responsible should I be injured as a result of heart problems, lung problems, or other illnesses or medical problems which might occur while diving, or aboard the dive boat.
- \_\_\_\_ 7. I understand that scuba diving may cause physical strain or exertion not necessarily experienced in non-diving situations, and that I assume all risk for and will not hold OL' Salty II / Nick Caruso Enterprises Inc. / Capt. Nick Caruso, Seadwellers Inc. Of NJ, NAUI, TDI/SDI, and their officers, agents, servants, and/or employees, responsible for any injuries including injuries due to heart attack, panic, hyperventilation or other injuries caused by physical strain and exertion.
- \_\_\_\_ 7. I understand that being under the influence of prescription drugs, illegal drugs, many over the counter drugs, or alcohol is a contraindication of diving and could cause my injury or death, therefore I agree to refrain from drug or alcohol use prior to, or during the dive trip or I will refrain from making my dive.
- \_\_\_\_ 8. I will not hold OL' Salty II / Nick Caruso Enterprises Inc./ Capt. Nick Caruso, Seadwellers Inc. OF NJ, NAUI, TDI/SDI, or their officers, agents, servants, and/or their employees responsible for providing me with any of my diving equipment or breathing gases, including any gases I might need in an emergency, and I understand that I am solely responsible for inspecting all of my equipment, and analyzing my dive gases, prior to diving.

Signature: \_\_\_\_\_

Witnessed by: \_\_\_\_\_  
(Notary Public)

Print Name: \_\_\_\_\_

- \_\_\_\_ 10. I will be present at and attentive to the safety briefing given by OL' Salty II / Nick Caruso Enterprises Inc./ Capt. Nick Caruso, Seadwellers Inc. Of NJ, their officers, agents, servants, and/or employees, and if there is anything that I do not understand or am not in agreement with, I will notify OL' Salty II / Nick Caruso Enterprises Inc. / Capt. Nick Caruso, and the boat captain immediately.
- \_\_\_\_ 11. Should I notice any unusual condition that might adversely affect my safety, or the safety of the vessel or the other passengers, I am obliged to notify OL' Salty II / Nick Caruso Enterprises Inc. / Capt. Nick Caruso and the boat captain immediately.
- \_\_\_\_ 12. I understand that I have a duty to plan and carry out my own dive and to be responsible for my own safety and should I elect to dive with a buddy, it is to be an arrangement solely between that buddy and myself. OL' Salty II / Nick Caruso Enterprises Inc./ Capt. Nick Caruso, Seadwellers Inc. Of NJ, NAUI, TDI/SDI, and their officers, agents, servants, and/or employees are not responsible for providing me with a diving partner or in any way coordinating my dive with another diver.
- \_\_\_\_ 13. I fully understand and am fully aware that the dive boat is extremely limited in its rescue and emergency medical response capabilities and that the dive site is in a remote location. As a result, in the event of illness or injury, rescue and/or appropriate medical assistance may be significantly delayed and I could sustain further serious injury, possibly resulting in death, from this delay.
- \_\_\_\_ 14. I fully understand that it is my responsibility to make my family aware, as I am, that scuba diving, especially when conducted deeper than 130 feet, is an ultra-hazardous activity and to accurately portray to them the risk of my injury or death.
- \_\_\_\_ 15. I authorize OL' Salty II / Nick Caruso Enterprises Inc. / Capt. Nick Caruso to use, in whole or in part, my name, likeness, image, voice, biography, interview, and performance in connection with OL' Salty II, in all manner and media, as OL' Salty II / Nick Caruso Enterprises Inc. / Capt. Nick Caruso shall determine in its sole discretion.
- \_\_\_\_ 16. I have been given the opportunity to review this document with both my family and legal counsel.
- \_\_\_\_ 17. I further state that I am of lawful age and legally competent to sign this Release, or that I have acquired the written consent of my parent or guardian.
- \_\_\_\_ 18. It is my intention that this document be admissible in any and all legal proceedings, or lawsuits, that might arise from my scuba diving activities.
- \_\_\_\_ 19. I have read and understand the foregoing in its entirety. I agree to the terms and conditions of each of the initialed, numbered sections above on behalf of myself, my heirs, and my personal representatives. I have not modified the content of this document in any way.
- \_\_\_\_ 20. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witnessed by: \_\_\_\_\_  
(Notary Public)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Notary Stamp & Seal:





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 Nick Caruso Enterprises Inc.  
 1651 Martin Road  
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 1-800-836-TUNA  
 www: <http://www.olsaltytwo.com>  
 email: [olsaltyii@aol.com](mailto:olsaltyii@aol.com)

## OL' Salty II Charters

### Diver's Data Sheet

Please Print Clearly

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Home Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

SSN: \_\_\_\_\_

Email: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Religion: \_\_\_\_\_

Organ Donor: Yes / No

Height: \_\_\_\_\_

Smoker: Yes / No

Weight: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

Family Physician: \_\_\_\_\_

Certification Level & Number: \_\_\_\_\_

Dr.'s Phone#: \_\_\_\_\_

In case of Emergency, Please Notify:

Name: _____	Phone#: (____) _____
Dive Insurance Carrier: _____	Policy #: _____
Medical Insurance Carrier: _____	Policy #: _____

Any known Existing Medical Conditions or Allergies: Yes / No  
 (If yes, please attach a note from your physician.)

Any Diving Related Injuries in Last 5 years: Yes / No

Are you Taking any Medications: Yes / No

I certify the above information is accurate and complete:

Signature: \_\_\_\_\_

Place Any Additional Information on Reverse Side

In the event of an accident, this information will be provided to assisting health care personnel. Other than that, this information is strictly confidential.

Diver's Alert Network Emergency Phone Number: (919) 684-8111