

Liability release and express assumption of risk agreement

Read this statement prior to signing it. You must complete this agreement to embark on the hereafter to be named cruise. If you are a minor, you must have this agreement co-signed by a parent or guardian.

In consideration of permitting me to participate in the following cruise:

My full name : _____

Date of birth : _____

Boat : _____

Departing from : _____

Arriving to : _____

Operating in (country) : _____

Please read the following statements and sign each page at the bottom stating that you have read, understood and agree with these statements and the agreement.

Boat traveling & general statements

I acknowledge that there are additional risks associated in boat traveling with my participation in the cruise including but not limited to slipping or falling whilst on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils at sea; all of which can result in serious injury or death, and I expressly assume all such risks.

I understand that my itinerary may be affected by various elements outside of the released parties' control (such as but not limited to: weather, medical evacuation, local conditions, etc.). I agree that the captain has the final word about the itinerary bearing the safety of all onboard.

I acknowledge that I have received and have understood the vessel safety briefing and the general scuba diving safety briefing that outlined the local regulations and laws concerning scuba diving.

I certify that I will adhere to the vessel safety guidelines and general scuba diving safety guidelines, as well as abiding to the local rules and laws. I understand that this vessel is not a "floating hospital." I am aware that the boat operates in remote areas and has limited medical facilities. In the event of illness or injury, appropriate medical help must be summoned and that treatment will be delayed until I can be transported to a proper medical care facility. I agree to be fully responsible and liable for all costs of the medical evacuation, transportation, medical care and associated expenses in such an eventuality.

I hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the released parties and agree that this agreement extends to all acts of negligence by the released parties, including negligent rescue operations.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature

I fully assume all responsibility and all risk associated for the use of any medications, medical devices and/or medical supplies available on board and understand that the presence and availability of these medications, medical devices and/or medical supplies on board does not constitute a recommendation nor a prescription for their use. The decision to use any medications, medical devices and/or medical supplies on board is mine and mine alone. I agree to hold blameless all of the released parties for any harm associated with the use of said medications, medical devices and/or medical supplies, regardless of whether the medications, medical devices and/or medical supplies in question be approved in my country of residence, or the country of my citizenship. I declare that I am of lawful age and legally competent to sign this agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not mere recital, and that I have signed the agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I understand and agree that I am not only giving up my right to sue the released parties but also any rights my heirs, assigns, or beneficiaries may have to sue the released parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the released parties.

I further understand that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

I hereby exempt and release the released parties from all responsibility and liability to myself, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim of demands thereof on account of injury to my person or property or resulting in my death, now and forever, arising out of related to my participation in the cruise and in any diving activities that may occur, whether such loss or damage be caused by the negligence of the released parties or otherwise.

I understand and agree that neither the divemaster/dive supervisor/instructor; nor the crew; nor the owners of the vessel; nor the operator of the vessel, including all of its subsidiaries; nor the vessel itself, nor the owner of the vessel, nor international padi, inc., nor its affiliate or subsidiary corporations; nor the owners, officers, directors, shareholders, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter the "released parties") may be held responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in the cruise and/or associated scuba diving activities, or as a result of the negligence of any party, including the released parties, whether passive or active.

Travel associated activities

I hereby acknowledge that snorkeling, skin diving, scuba diving and kite surfing are potentially dangerous activities that involve the risk of serious injury and/or death and/or property damage and agree to assume all the associated risks.

I further understand that the cruise and associated activities may be conducted at sites that are remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with such activities in spite of the possible absence of a recompression chamber or medical facilities in proximity to the dive site. By signing this liability release and express assumption of risk agreement (hereinafter the "agreement"), I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip, land excursions and scuba dives, whether conducted as recreational dives or part of a diving class.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature

For divers or student divers only

Training agency : _____

Certification : _____

Trained to go max : _____ Meter / feet (circle one)

Certified since : _____

Total number of dives : _____

Date of last dive : _____

I hereby declare that I am a certified scuba diver, trained in safe diving practices and I am aware of the inherent hazards of snorkeling, skin diving and scuba diving.

I declare that I am in good mental and physical health for diving, that I do not have any medical condition that is contraindicated to scuba diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking any medication, I declare that I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs. I understand if I have any medical condition contrary to diving, I must produce a diving medical certificate completed by a diving medical specialist.

I declare that I have suitable dive and accident insurance:

Insurance company _____

Policy number _____

I agree to inspect all of my equipment prior every use to the activity, ensuring that I have all the necessary equipment and that it is functioning properly. I will notify the released parties if any of my equipment is not working properly. I will not hold the released parties responsible for my failure to inspect my equipment prior to diving.

I acknowledge that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the released parties responsible for my failure to safely plan my dive, dive according to my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing. If the diving conditions exceed my qualification or are deemed too dangerous for me, the dive guide and the released parties reserve the right to stop me diving.

I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this diving excursion, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., That I expressly assume the risk of said injuries and that I will not hold released parties responsible for the same.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature

I understand the dangers of breath holding while scuba diving, and I will not hold the released parties and related entities (such as employees, instructors, boat operators or diver training agency) responsible if I am injured doing so.

I further acknowledge that scuba diving with compressed air and/or oxygen-enriched air (hereinafter "nitrox") involves certain inherent risks: decompression sickness, embolism or other hyperbaric injuries can occur that require treatment in a recompression chamber and I expressly assume all such risks.

I understand that without proper training, entering an overhead environment, such as a cave, is dangerous and increases the hazards involved in scuba diving. By signing this agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as recreational dives or part of a diving class.

I have fully informed myself of the contents of this liability release and assumption of risk agreement by reading it before signing it on behalf of myself and my heirs.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature

Additional liability release and express assumption of risk agreement for technical diving

Training agency : _____

Certification : _____

Trained to go max : _____ Meter / feet (circle one)

Certified since : _____

Total number of dives : _____

Date of last dive : _____

I hereby declare that I am a certified scuba diver, trained in safe diving practices, including the use of nitrox and/or trimix and I am aware of the inherent hazards of snorkeling, skin diving and scuba diving.

I further state that I am an experienced diver and have been certified by the training agency mentioned above and that I am aware of the required certification or equivalent experience required to participate in technical diving activities.

I further declare that I am thoroughly aware of the inherent hazards of participating in technical and recreational scuba diving activities, and in consideration of being allowed to participate in this activity, I hereby assume all risks in connection with said activity, for any harm, injury or damage I may suffer while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.

I further declare that I am properly trained, thoroughly informed, and completely understand the inherent hazards of Technical Scuba Diving activities, including the risk of serious injury or death. Further, I understand that diving while breathing air, oxygen-enriched air (nitrox), trimix, and 100 percent oxygen involves certain inherent risks that may include, but are not limited to: decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia (low oxygen), hypercapnia (high carbon dioxide), gas narcosis, fire and/or explosion hazards, barotrauma or hyperbaric injuries that can occur and require treatment in a recompression chamber, drowning and marine life injuries. I further understand that Technical Scuba Diving activities may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to participate in such Technical Scuba Diving activities, despite the possible absence of a recompression chamber in proximity to the dive site.

I further declare that I understand that using CCRs or SCRs (if using) involves additional risks that exceed those encountered in other forms of scuba diving. These risks may include, but are not limited to: the use of more complex equipment; gas-related hazards due to procedural or technical problems that can cause dangerously high carbon dioxide and/or oxygen levels; gas-related hazards due to procedural or technical problems that can cause dangerously low oxygen levels; the need for specialized diving techniques; the need for more stringent equipment preparation, assembly and maintenance procedures, and the more severe potential consequences of errors or equipment failures; and the need for specialized training, equipment, and planning for CCR and SCR diving. I understand that CCR and SCR diving may involve a greater risk of serious injury or death than other forms of scuba training, and I assume the risks of this type of diving.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature

I further declare that I understand Technical Diving involves risks that exceed those encountered in recreational scuba diving. These risks may include but are not limited to: depths that exceed the limits of recreational diving; decompression procedures; overhead environments and/or the risk of entanglement that may prevent direct ascent to the surface in the event of an emergency; sudden loss of visibility; the necessity for computing both nitrogen and or helium and oxygen loading to plan dives; and the need for specialized training, equipment, and planning for different types of Technical Scuba Diving. I understand that Technical Scuba Diving may involve a greater risk of serious injury or death than recreational scuba diving, and I assume the risks of this activity.

I by this instrument do exempt and release the facility(ies), organization(s), or supervisory personnel dive professionals conducting this activity, and their employees, the organizers and promoters of this event, diving science and technology, corp, PADI international, inc., and all related entities and released parties as defined above, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the released parties, whether passive or active.

I have fully informed myself of the contents of this liability release and assumption of risk agreement by reading it before signing it on behalf of myself and my heirs.

I have read, I agree to and I fully understand the prior statements

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Name

Date

Signature

Guardian (if participant under 18)

Date

Signature