

VESSEL LIABILITY RELEASE AND WAIVER THIS IS A WAIVER OF YOUR RIGHTS TO SUE

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE \_Scuba Divers Paradise\_\_ (HEREAFTER CALLED DIVE STORE) AND \_Scuba Divers Paradise Boat\_\_ (HEREAFTER CALLED VESSEL) ITS EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. I am by my signature affirming that I am a certified scuba diver or a student diver. I have been taught and understand that scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to risks associated with equipment failures, perils of the sea and acts of fellow divers which could result in my serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME THESE RISKS. I assert that I am physically fit to participate in the sport of scuba diving and snorkeling and I agree by way of my signature that I will not hold any of the above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while scuba diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. Prior to leaving the dock I will inspect all of my equipment to be used and I will notify the dive store of any equipment which I find to not be functioning properly. I will not hold the dive store or any of its employees, agents or dive boats, nor the vessel responsible for my failure to inspect my equipment prior to diving.

4. I will be present and attentive to the safety briefings given by the divemasters and the boat captain. I understand that I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. By way of my signature I expressly agree that I will plan all my dives as no decompression dives with at least a three minute safety stop at 15 feet prior to ascending to the surface. I fully agree that I will start my ascent at the end of each dive with enough air to guarantee being on the vessel with a minimum amount of air in my tank as required by the dive leader.

5. I will immediately cease and abort my dive if: (1) I feel uncomfortable with my diving abilities and/or; (2) Diving conditions are worse than those for which I have been trained or for which I am comfortable.

6. I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while diving on compressed air. I fully agree not to hold the above named individuals, entities or vessels responsible for any such act by me. In the eventuality that I become distressed at the surface, I will IMMEDIATELY drop my weights and INFLATE MY BUOYANCY COMPENSATOR. I understand that if I want or need any assistance from the vessel, the Dive Master, or the Captain I will give the proper "Diver in trouble" signal. I understand that this activity may be conducted in a remote site by time and distance from a medical facility and a recompression chamber. Nevertheless I expressly wish to proceed with this trip.

7. BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE VESSEL, ITS EMPLOYEES, AGENTS AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE ON THIS DOCUMENT I FULLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OR WRONGFUL DEATH BY MYSELF, HEIRS AND ASSIGNEDS, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SNORKELING AND SCUBA DIVING. 8. BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR THE DIVE STORE AND THE VESSEL ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Print Name) (Telephone)

\_\_\_\_\_  
(Permanent Address) (City, St, Zip)

Participants under the age of 18 must also have parent or guardian's signature. Local address  
\_\_\_\_\_  
(Parent/Guardian's Signature) Local telephone \_\_\_\_\_



First Name

Last Name

By placing my name here, I agree to be responsible for the content of this page.

### SSI Recreational Scuba Training Assumption of Risk, Liability Release & Hold Harmless Agreement

**This is a legal contract terminating your rights to file a lawsuit. Read carefully before signing. Warning – Scuba diving uses life-support equipment and techniques that have inherent risks which may cause serious injury, illness or death.**

In consideration of being allowed to participate in scuba training, I, \_\_\_\_\_ (print name of student) expressly agree to be bound by this Agreement and comply with the SSI Responsible Scuba Diver Code. I understand this Agreement is between me, my family, estate, heirs and or anyone who may have a claim on my behalf; and Scuba Divers Paradise, including all instructors, facilities, boats, and training sites I receive training with or at; Scuba Schools International (“SSI”); and each of their respective owners, officers, employees, representatives, volunteers, agents, contractors and any others on their behalves, whether specifically named or not (herein referred to as “Released Parties”).

I voluntarily assume all risks of injury, illness and death, caused by scuba diving and all related activities, whether foreseeable or not, including but not limited to risks associated with: swimming, entering and exiting the water, falling on, struck by or abandoned by a boat, separation or lost underwater, holding my breath, pre-existing health conditions, heart failure, over-exertion, panic, drowning, pressure related injuries, decompression illness, environmental and marine life injuries, unknown causes, equipment malfunctions, improper dive planning, or improper action of other divers or support personnel (including failure to rescue, recover, resuscitate, or provide emergency assistance).

I agree to waive, release, not sue, discharge, save, indemnify, and hold harmless the Released Parties of all claims, demands, causes of action, lawsuits and damages by me, my estate, family (including minor children), heirs, or others who may have a claim for my injury, illness or death as a result of any act or failure to act, including negligence by the Released Parties, associated with my scuba training and all related activities. I agree that it is my responsibility to inform my family and all those who may have legal rights on my behalf that I have entered into this Agreement and it is my intent that they be bound by this Agreement. I agree that me or my estate shall be fully liable (pay for) for the cost to the Released Parties for any claim brought on my behalf as a consequence of my participation in scuba diving and all related activities. I have carefully read, understand and agree to comply with the SSI Responsible Scuba Diver Code during all diving activities. I understand and agree that I am responsible for my own safety and well-being during all dive training and related activities. I am responsible for being physically, medically and mentally fit to participate in scuba diving. I affirm that all personal information I have provided on medical questionnaires is truthful and accurate to the best of my knowledge, and I will not hold others responsible or liable for any injury, illness or death caused by my failure to disclose a known medical condition. I am responsible for my own equipment configuration, assembly, and pre-dive inspection to verify it is appropriate and functioning properly. I am responsible for planning and performing all my dive activities, including anticipating potential emergencies. I will not hold anyone, including the Released Parties, responsible for failure to protect my wellbeing, ensure my proper use of equipment, or conduct my dive activities competently. I will not dive in conditions or at times that are not within my abilities and comfort level. If conditions become dangerous or I do not feel well or I become injured, I will immediate notify the dive leader and take action to correct the situation. I understand dive activities are conducted at sites that are remote, in time and distance, from medical care or a recompression chamber. I understand dive training does not guarantee my safety and that accidents happen even when proper procedures are followed. I understand the importance of, and my responsibility to have, personal insurance that specifically covers dive-related emergencies, emergency transportation, and medical treatments. I understand and agree that SSI licenses training centers, professionals and their affiliates to use various SSI trademarks and to conduct SSI approved training, but they are not agents, employees or franchisees of SSI, its parent, subsidiary, or affiliated corporations. I further understand that SSI training centers, SSI professionals, and their affiliates’ businesses are independent, and are neither owned, operated, or controlled by SSI, and that while SSI establishes standards and materials for SSI training, it is not responsible for, nor does it have the right to control, the operation of the business activities or the day-to-day training and/or supervision of divers by SSI training centers, SSI professionals, their affiliated businesses, and/or their associated staff. I further understand and agree on behalf of myself, that in the event of injury, illness or death during dive activities, I shall not hold SSI liable for the actions, inactions or negligence of the SSI training center, SSI professionals and other affiliated businesses or personnel associated with my dive activities. I have read this Agreement and the SSI Responsible Scuba Diver Code. I expressly understand my responsibilities and that I am giving up legal rights by signing this Agreement. I understand this is a legal contract and I am voluntarily signing it without duress or further inducement. I understand this is an unconditional and complete release of all liability to the greatest extent allowed by law. If any portion of this Agreement is found to be legally unenforceable or invalid, that portion shall be severed, and the remainder shall have full force and effect. I agree to be bound by this Agreement without modification of the preprinted text. The terms of this Agreement shall continue in effect for all scuba diving training (including entry-level training and continuing education training) and related activities for a period of one year from the date I signed this agreement. I am over 18 years of age and legally competent to engage in this Agreement, or I have acquired the written consent of my parent or guardian by completing a Youth Addendum form.

Participant’s Signature

Participant’s Name (Print)

Date (DD/MM/YY)

Parent/Guardian (Print)

Parent/Guardian Signature

Date (DD/MM/YY)