

VESSEL AND EQUIPMENT RENTAL 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 **Diving Bottoms Up Inc. dba Scuba Works (HEREAFTER CALLED DIVE STORE)** AND ITS EMPLOYEES, AGENTS AND DIVE BOATS, WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES (THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. 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 failure, 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 hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving, I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

5. I agree to reimburse the Dive Center/Resort for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

6. 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. I will stay within 100 feet of the dive flag and will have the dive guide and my buddy in sight at all times.

7. 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.

8. 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 weight belt 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.

9. I hereby acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. 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 ASSIGNS, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SNORKELING AND SCUBA DIVING.

11. 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/OR THE VESSEL ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

GEAR RENTED

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Air Tanks | <input type="checkbox"/> Regulator Set | <input type="checkbox"/> Boots |
| <input type="checkbox"/> EAN AL 80 Tanks | <input type="checkbox"/> Safety Sausage | <input type="checkbox"/> Snorkel |
| <input type="checkbox"/> EAN Steel 80 Tanks | <input type="checkbox"/> Weights in Pounds | <input type="checkbox"/> Dive Flag |
| <input type="checkbox"/> EAN Steel 100 Tanks | <input type="checkbox"/> Mask, Fins, Snorkel Set | <input type="checkbox"/> Snorkel Vest |
| <input type="checkbox"/> EAN Steel 120 Tanks | <input type="checkbox"/> Mask | <input type="checkbox"/> Wetsuit |
| <input type="checkbox"/> BCD with Weight Pockets | <input type="checkbox"/> Fins | <input type="checkbox"/> None |

DATE: _____ SIGNATURE: _____
 PRINT NAME: _____
 PERMANENT ADDRESS: _____
 CITY, STATE & ZIP: _____
 TELEPHONE NO.: _____

EMERGENCY CONTACT NAME: _____ Phone: _____

If Above Person is a Minor:

Guardian's Name: _____ / _____ Date: _____
 (PLEASE PRINT) (SIGNATURE REQUIRED)