

ISLAND VENTURES/DIAMOND DIVERS, LLC
Vessel and Scuba & Snorkeling Liability Release and Waiver

(Last)	(First)	Agency: _____	Cert. Level: _____
		Diver Cert. #: _____	Cert. Date: _____
(Address)		Phone #: _____	Last Dive date/Depth: _____
		How you learned of us:	
		Internet Repeat Customer Other	E-Mail: _____

LIABILITY RELEASE FORM: PLEASE INITIAL EACH OF THE FOLLOWING SECTIONS

___ 1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE DIAMOND DIVERS, LLC. dba ISLAND VENTURES AND DIAMOND DIVERS, 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 signatures affirming that I am a certified scuba diver or a student diver or snorkeler. I have been taught and understand that scuba diving/snorkeling 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/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 or snorkeling. I fully understand that the involved boat has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical care facility. I agree in advance to these conditions.

___ 3. I am not under the influence of alcohol and do not have in my possession any illegal drugs, 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 and/or snorkeling.

___ 4. I will inspect all of my equipment and any equipment I rented from Diamond Divers, LLC prior to the activity and will notify the above listed individuals if any of my equipment is not working properly. I will not hold Diamond Divers, LLC or any of its employees responsible for my failure to inspect my equipment prior to diving.

___ 5. 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 decompressions dives with at least a 3-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 tanks as required by the dive leader.

___ 6. I will immediately cease and abort my dive/snorkel if I feel uncomfortable with my diving/snorkeling abilities. 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 mentioned individuals, entities or vessels responsible for any such act by me. If I become distressed on the surface, I will immediately drop my weight belt and inflate the BC for flotation. I understand that if I want or need assistance from the vessel, the divemaster 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.

___ 7. I understand that sea conditions may change while we are en route to the dive site, underwater diving or at any time during the dive trip and that this is a function of the environment. I will not hold Diamond Divers, LLC. or any of the above listed individuals responsible for weather/sea conditions that are out of anyone's control.

___ 8. I acknowledge that Diamond Divers, LLC is providing transportation only from their dock to a location for me to pursue my underwater activities and that the captain and divemaster or other agents or assigns while assisting on board the vessel are not providing instruction or protection from the perils of swimming and diving/snorkeling and are not responsible for my safety while in the water.

___ 9. I understand that even though I follow all of the appropriate dive/snorkeling practices, injuries resulting from these activities still happen.

___ 10. I understand that diving is a physically strenuous activity and that I am still at some risk of sustaining decompression sickness, embolism or other hyperbaric injuries. I expressly assume the risk of said injuries by exerting myself during the diving excursion, and also assume the risk if I am injured as a result of a heart attack, panic, hyperventilation, etc. and will not hold the above listed individuals responsible for same.

___ 11. Diamond Divers, LLC. has made no representation to me, implied or otherwise, that they or their crew will perform safe rescues or render first aid. In the event that I show signs of distress or call for aid, I would like assistance and will not hold Diamond Divers, LLC., its crew, dive boats or passengers responsible for their actions in attempting the performance of a rescue or first aid.

___ 12. I affirm that I will not dive in an environment that is beyond my training level and ability. I agree to not enter into or penetrate an overhead environment as it pertains to all wreck dives.

___ 13. I understand that there will be NO REFUNDS if I become seasick and NO REFUNDS on unused rental equipment.

___ 14. I agree to pay for all attorney fees and court costs in the event of any sales disputes with Diamond Divers, LLC. It is my intention to exempt and release Diamond Divers, LLC. and all related entities as defined above from all liability whatsoever from personal injury, property damage and wrongful death caused by negligence.

By way of my signature on this document, it is my express intention to give up my right to sue all individuals, entities or vessels referred to herein, whether specifically named or not. 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. 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 expressly assume all risks in connection with activities of snorkeling and scuba diving. I have read 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 that they are given in exchange for Diamond Divers, LLC. and the vessel allowing me to participate in this activity. I understand that this is a contract.

Signature

Date

Signature of parent or guardian.

Date