

## SOUTH BEACH DIVERS, INC RIDER / SNORKELER RELEASE FORM

This is of you rights to sue South Beach Divers, Inc, its employees, agents and boats (whether owned, operated, leased or chartered) for personal injuries or wrongful death that may occur during the forthcoming snorkeling/dive activities as a result of the released parties.

Please initial each of the following sections:

\_\_\_ 1. I understand that snorkeling / diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, being struck by surface craft, perils of the sea, acts of fellow divers/ snorkelers and I specifically assume such risks of my snorkeling/diving activities whether foreseen or unforeseen.

\_\_\_ 2. I affirm that I am in good mental and physical fitness for snorkeling and that I am not under the influence of any drugs that are contradictory to snorkeling/skin diving. If I am taking medication, I affirm that I have seen a physician and have approval snorkel. Skin dive under the influence of the medication/ drugs.

\_\_\_ 3. I will inspect all my equipment and the equipment that I am renting from South Beach Divers Inc. or its agents prior to the activity and will notify the above listed individuals if any of my equipment is not working properly. I will not hold South Beach Divers Inc, nor any of its employees or agents responsible for my failure to inspect my equipment prior to swimming / snorkeling.

\_\_\_ 4. I will wear my bouncy vest at all times while in the water, and if I become distressed, I will immediately inflate it for flotation assistance.

\_\_\_ 5. I also understand that sea conditions may change while we are on route or on site or at any time during the trip and that this is a function of the environment. I will not hold South Beach Divers Inc, its employees or its agents responsible for sea conditions that are out of their control.

\_\_\_ 6. I acknowledge that South Beach Divers and / or its agents are providing transportation from the dock to a location for me to pursue my in-water activities and that the captain and the mate or other agents or assigns, while assisting on board the vessel, are not providing me with protection from perils of swimming and snorkeling, and are not responsible for my safety while in the water.

\_\_\_ 7. I acknowledge that I am physically fit to swim and snorkel. I understand that snorkeling can be a physically strenuous activity and that I will be exerting myself during the snorkeling excursion. I will not hold South Beach Divers, Inc. responsible for my safety while in the water.

\_\_\_ 8. I fully understand and am fully aware that the boat has limited medical facilities and that in the event of an illness or injury, appropriate medical care must be summoned by radio and that the treatment will be delayed until I can be transported to a proper medical care facility.

\_\_\_ 9. I will not attempt to breathe from a SCUBA regulator provided by a scuba diver while I am snorkeling, and I further understand that such activities can lead to severe injury or death.

It is the intention if \_\_\_\_\_ to exempt and release South Beach Divers Inc, its  
(Please print name)

employees, agents and servants from all liability whatsoever for personal injury, property damage or wrongful death caused by the simple or gross negligence of the released parties.

I have informed myself of the contents of this information and release by reading it before I signed it on behalf of my myself or my heirs.

It is also my intention that this release is to be continuing in nature and will apply to any injuries or death arising out of or related to any diving/ snorkeling activities I participate in with the released parties for a period of \_\_\_\_\_ days after the herein after reference date of my signature.

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian (if under 18) \_\_\_\_\_

## South Beach Divers Rental Contract- Snorkeling only.

Name _____	DO NOT WRITE IN THIS SPACE
Address _____	Date rented _____
Phone number _____	Date due _____
Email _____	Paid to _____ Issued by _____
How did you hear about us? _____	Returned date _____ Emp initl _____
	Remarks _____

ITEM	QTY	REPL. VALUE	ID # SBD STAFF WILL FILL OUT
MASK/SNORKEL		\$50.00	
FINS		\$50.00	
WETSUIT		\$35.00	
GEAR BAG		\$35.00	
FLAG		\$30.00	
DIGITAL CAMERA/HOUSING		\$500.00	

### PLEASE READ AND INITIAL THE FOLLOWING:

\_\_\_\_ I have or will inspect all of my rental equipment prior to leaving the premises to ensure it is in proper working condition.

\_\_\_\_ In the event that equipment is not returned, partially returned or returned damaged, I authorize South Beach Divers to take possession of, but not limited to, the deposit given and up to the full replacement value of items missing or damaged. I also authorize South Beach Divers to charge any late fees due against the deposit.

\_\_\_\_ I understand that it is my responsibility to rinse all equipment in fresh water PRIOR to returning. If gear is returned un-rinsed, I will be charged \$25.00 PER SET of gear.

\_\_\_\_ I have read and understand the foregoing in its entirety and agree to the terms and conditions on behalf of my heirs, personal representatives and myself.

Signature \_\_\_\_\_ Sig. of parent/guardian if under 18 \_\_\_\_\_