

Complete Liability Release for Supervision of Certified Divers and Snorkelers

I UNDERSTAND THE PURPOSE OF SIGNING THE DOCUMENT IS TO EXEMPT AND RELEASE SOUTH BEACH DIVE AND SURF SHOP, DIVERS PARADISE, 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.

THE FOLLOWING APPLIES TO DIVERS ONLY:

1. I acknowledge that I am a certified scuba diver, trained in safe diving practices, and have practiced my diving skills within the last year, or I am under the direct supervision of a diving instructor.
2. 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 above listed individuals responsible for my failure to safely plan my dive. I will remain with my buddy at all times.
3. I will immediately end my dive if:
 - (1) I feel uncomfortable with my planning abilities.
 - (2) Diving conditions are worse than I have been trained or have experience for.
4. I will have a snorkel, submersible pressure gauge, depth gauge, alternate air source, and a buoyancy compensator (BC) with an inflator hose.
5. I will arrive on board with a minimum of 500 PSI still remaining in my tank following each dive.
6. If I become distressed on the surface, I will immediately drop my weight belt and inflate my BC for flotation assistance.
7. I am aware of the dangers of holding my breath while scuba diving and will not hold SOUTH BEACH DIVE AND SURF SHOP, DIVERS PARADISE, its employees, agents, or dive boats responsible if I am injured or die doing so.
8. I will inflate my buoyancy system any time I am on the surface, even if just for a few moments.

THE FOLLOWING APPLIES TO DIVERS, SNORKELERS AND PASSENGERS:

9. I understand scuba diving and snorkeling have inherent risks and dangers associated therewith, including, but not limited to the risks associated with equipment failure, perils of the sea, acts of fellow divers, injuries from marine animals, injuries from boats and boat traffic, and I specifically assume such risks, including those risks which are not specifically enumerated herein.
10. I will inspect all of my equipment 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 DIVE AND SURF SHOP OR DIVERS PARADISE responsible for my failure to inspect my equipment prior to diving/snorkeling nor will I hold SOUTH BEACH DIVE AND SURF SHOP OR DIVERS PARADISE responsible or liable for equipment failure.
11. I affirm that I am in good mental and physical fitness for diving/snorkeling, and that I am not under the influence of alcohol, nor am I under the influence of any drugs contradictory to diving/snorkeling. If I am taking medication, I affirm that I have seen a physician, and have approval to dive while under the influence of the medication/drugs. I will not hold SOUTH BEACH DIVE AND SURF SHOP OR DIVERS PARADISE responsible or liable for any injury or death caused by my mental or physical conditions.
12. I understand that scuba diving/snorkeling is a physically strenuous activity, and that I will be exerting myself during the diving excursion, and that if I am injured or die as a result of a heart attack, panic, hyperventilation, lung or heart problems, or other illness or medical problems which occur while diving and or snorkeling, that I expressly assume the risk of said injuries and that I will not hold SOUTH BEACH DIVE AND SURF SHOP OR DIVERS PARADISE responsible for the same.

13. I fully understand and am aware that I will be at a remote site and that the dive boat has limited medical equipment and that in the event of illness or injury, appropriate medical care must be summoned by radio and medical and/or hyperbaric care will be delayed until I can be transported to a proper medical care facility. I expressly assume the risk of diving in such a remote location.

14. DIVERS PARADISE has made no representation to me, implied or otherwise, that they or the crew can or 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 NEW DIVE ORDER, its employees, agents, crew, dive boats, or passengers responsible for their actions in attempting the performance of a rescue or first aid, nor will I hold SOUTH BEACH DIVE AND SURF SHOP OR DIVERS PARADISE responsible for any delay in performing such rescue or first aid.

15. IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE SOUTH BEACH DIVE AND SURF SHOP, DIVERS PARADISE, ITS EMPLOYEES, AGENTS, OFFICERS, INSTRUCTORS, SERVANTS WHETHER SPECIFICALLY NAMED HEREIN OR NOT, FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, OR OTHERWISE, AND I ASSUME ALL RISK IN CONNECTION WITH BOATING, SNORKELING, AND SCUBA DIVING ACTIVITIES AND INSTRUCTION INCLUDING GROUND TRANSPORTATION TO AND FROM THE BOATS IF PROVIDED.

16. I HAVE READ THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS, AND PERSONAL REPRESENTATIVES, AND FOREVER EXEMPT AND RELEASE SOUTH BEACH DIVE AND SURF SHOP, DIVERS PARADISE AND ALL RELATED ENTITIES FROM ALL LIABILITY WHATSOEVER, FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

17. I hereby state and agree, that this release will be effective and valid for all diving, snorkeling, or boating activities as defined above, for the period (365 days if left blank) _____ to _____

18. Certification of age... I certify that I am over 18 years of age, or that I am entering this agreement as the legal guardian for a minor that is under 18 years of age. I intend this to be a legally binding contract.

19. I understand that it is my option to wear a snorkel vest and agree not to hold SOUTH BEACH DIVE AND SURF SHOP OR DIVERS PARADISE responsible for any injuries I sustain as a result of my decision to wear or not to wear a snorkel vest.

20. ADVERTISING/PHOTO/VIDEO RELEASE: I permit my likeness to be used in items published by or for SOUTH BEACH DIVE AND SURF SHOP AND OR DIVERS PARADISE.

21. COVID 19 Information: 1. Do not participate in diving or snorkeling activities if you are experiencing any symptoms of the virus. 2. Do not scuba dive for 2-3 months after having contracted the virus due to possible lung damage. 3. While we take precautions to protect our customers from the Covid Virus, we cannot guarantee your safety and you are participating in the above activities at your own risk.

I have read all of the above, understand, and agree to be bound by the same.

DATE: _____ I attest that the date of my last dive was: _____

SIGNATURE: _____ PRINT NAME: _____

Address: _____ Cert. Level: _____ Agency: _____

City, State, ZIP: _____ Cert. #: _____

Telephone: _____ E-mail: _____

PAREBT/GUARDIAN SIGNATURE (for participants under the age of 18): _____