# BOAT TRAVEL AND SCUBA DIVING LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

**Please read carefully and fill in all blanks before signing.**

I, _____, hereby affirm that I am a certified scuba diver or a studen diver under the control and
(passenger/diver)
supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a recreational dive or part of a diving class.

I understand and agree that neither the divemaster/dive supervisor/instructor; nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. 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 understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Release Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing.

I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement if found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries my have to sue the Release Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED
(passenger/diver)
ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

_____ _____
Participant's Signature Date (Day/Month/Year)

_____ _____
Signature of Parent or Guardian (where applicable) Date (Day/Month/Year)

Diver Accident Insurance? ❒ NO ❒ YES Policy Number _____


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