

# **DEEP EXPOSURE DIVE CENTER S.A. de C.V., DIVER VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK**

I, \_\_\_\_\_,

hereby affirm that I am a **CERTIFIED DIVER**, qualified and properly trained in scuba diving, able to plan and conduct my own dives and be responsible for my own safety and **NOT A STUDENT DIVER** under the instruction, control and supervision of a certified scuba instructor, and these dives are not a training activity and that I thoroughly understand the hazards of scuba diving, snorkeling, skin diving and being a passenger on this boat including those hazards occurring during the boat travel to and from the dive site. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, heart attack, panic, decompression sickness, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off the boat, sinking of the boat, fire aboard and other perils at sea. By signing this release, I certify that I am fully aware of, and expressly assume these, and all other risks involved in making such a dive or dives, whether conducted as a recreational and/or technical dive.

I understand and agree that neither **DEEP EXPOSURE DIVE CENTER S.A. de C.V.**, nor **Guadalupe Caribbean Charters, LLC**, nor the captains, nor dive masters, nor instructors, nor leaders, nor crew members, nor the owners, officers, employees, agents, nor any scuba training agency, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participating in this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active, foreseen or unforeseen.

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 may have to sue the Released Parties resulting from my injury and/or death. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representation to the Released Parties. I further agree that if any provision of this agreement is found to be un-enforceable or invalid, that provision shall be severed from the agreement and the remainder of this agreement will then be construed as though the un-enforceable provision had never been contained herein.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or legal guardian.

If I rent or borrow any equipment from **DEEP EXPOSURE DIVE CENTER S.A. de C.V.**, or **Guadalupe Caribbean Charters, LLC** or the Released Parties, I agree to examine it and use it only if I find it to be in safe working condition. I agree to pay the full replacement cost of any rented or borrowed items in case of loss or damage.

I do, by this instrument, hereby exempt and release all the above listed 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 as a result from renting and/or using the equipment, or the negligence of the released parties, whether passive or active, foreseen, or unforeseen. \_\_\_\_\_ **Initial**

I hereby confirm and attest that I have no medical condition(s), illness, preexisting conditions, recent surgery's, medical history or any health concerns or considerations that would prevent me from safely engaging in SCUBA diving. \_\_\_\_\_ **Initial**

I acknowledge that I have read the foregoing paragraphs, I fully understand the potential dangers incidental to engaging in this boat trip and SCUBA dive(s), I am fully aware of the legal consequences of signing this instrument, and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals, whether specifically named or not, for personal injury, property damage or wrongful death caused by negligence or product liability and this release is effective and valid for all SCUBA diving and boating activities in which I participate within one year from the date I sign and execute this release and waiver. \_\_\_\_\_ **Initial**

Printed Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Agency \_\_\_\_\_ Date Certified \_\_\_\_\_ C-Card # \_\_\_\_\_

Highest Certification \_\_\_\_\_ # of Dives \_\_\_\_\_ # of Dive Past 6 months \_\_\_\_\_

DAN # \_\_\_\_\_ Nitrox # \_\_\_\_\_ AOW # \_\_\_\_\_

Parent / Guardian Signature \_\_\_\_\_

Hotel \_\_\_\_\_ Room # \_\_\_\_\_

Medication(s) \_\_\_\_\_

## STANDARD OF SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING

This is a statement of SAFE DIVING PRACTICES for scuba diving. Following these practices will increase your comfort and safety while scuba diving and your signature is required as proof that you understand and acknowledge and are aware of these practices and if at any time during your dive(s) at our sole discretion and/or opinion, whether intentional or inadvertently, you are not following any part of these safe diving practices, or engaging in any activity we determine to be in any way unsafe to you, any other person(s) or the environment, we will REQUIRE you to hire a private Dive Master at YOUR EXPENSE to insure you follow these safe diving practices. Hiring a private Dive Master in no way limits your personal liability for any and all activities of for which you are engaged in and you expressly waive all your rights to sue and/or recover damages and exempt Release Parties from any and all liabilities as detailed in this agreement.

1. Maintain good mental and physical fitness for diving; avoid alcohol, drug's, and smoking. Keep proficient in diving skills and work to increase these skills through continued education and training.
2. Do not engage in scuba diving activities in which you are not trained, equipped for, or experienced in.
3. Use complete, well maintained, reliable equipment that you are familiar with and have inspected prior to its use on every dive for correct fit and function.
4. Listen carefully to each dive briefing, directions and respect the advice of the crew and/or Dive Masters.
5. Do not SOLO DIVE and follow the Bubby System throughout every dive, plan each dive, understand communications and emergency procedures as learned in Open Water training.
6. Be proficient and understand Dive Tables, Dive Computers, monitoring air consumption, depth and dive time.
7. Maintain good buoyancy control at all times, including when entering the water by having positive buoyancy, stay five (5) feet above the bottom, ascend at thirty (30) feet per minute, maintain horizontal trim under water, follow NDL and make a minimum five (5) minute SAFETY STOP at fifteen (15) feet at the end of ALL dives.
8. Breathe properly, never breath hold, skip breathe, avoid hyperventilation and overexertion while diving.
9. Carry a SMB and spool/reel or similar device and be knowledgeable and skilled in its use and deployment.
10. Follow and obey all local, state, and federal laws regarding fishing, hunting, disturbing sea life and take nothing nor leave anything while scuba diving.

I have read the above statement and understand the importance and purpose of these established Safe Diving Practices and recognize they are for my own safety and well-being and that failure to adhere to the can and may place me in jeopardy and at increased risk of injury and/or death.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent / Guardian \_\_\_\_\_