



DIVE APPLICATION & LIABILITY RELEASE & ASSUMPTION OF RISK AGREEMENT FOR ENRICHED AIR (NITROX) DIVING.

(Please read carefully and fill in all blanks before signing)

Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_\_) \_\_\_\_\_

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

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

Certification Agency \_\_\_\_\_ Level \_\_\_\_\_ Card# \_\_\_\_\_

Number of Total Dives \_\_\_\_\_ Years Diving \_\_\_\_\_ Deepest Dive \_\_\_\_\_

Last Dive Date, Location & Depth \_\_\_\_\_

Allergies \_\_\_\_\_ Medication Taken \_\_\_\_\_

IN CASE OF EMERGENCY, CONTACT INFORMATION

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_\_) \_\_\_\_\_

GEAR NEEDED

Table with 6 columns: MASK/SNORKEL, Y, N, FINS, Y, N; BCD'S, Y, N, REGULATORS, Y, N; WET SUITS, Y, N

RESERVATION /CANCELLATION POLICY: All tours need to be pre-booked and prepaid. Unused portions of all prepaid dive packages (local and offshore) not taken or consumed by the customer for reasons, but not limited to either the customer's choice, before/after four daily departures, motion sickness, or activity canceled as a result of inclement weather and/or Acts of GOD, ARE ALL NON-REFUNDABLE, AND NON-TRANSFERRABLE.

I, (Participant Name) \_\_\_\_\_, hereby declare that I am a certified diver, trained in safe diving practices, and affirm that I am aware that skin and scuba diving with oxygen enriched air have inherent risks which may result in serious injury or death.

I hereby affirm that I am a certified diver diving with enriched air, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site and also to and from the dive center to my hotel/resort (hereinafter collectively referred to as "Excursion"), which may result in serious injury or death. I understand that these hazards include, but are not limited to, air expansion injuries, decompression sickness, drowning, 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 or moving around in the boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in such an Excursion, whether conducted as a recreational dive or part of a boat transfer known as the "Excursion".

(Continue to other side...)

\_\_\_\_\_ I understand that diving with oxygen enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. Also, I understand the usual inherent risks of scuba diving; including but not limited to, decompression sickness, air embolism, drowning, or other injuries; may occur that require treatment in a recompression chamber. I understand that the open-water diving trips, which are necessary for training and for certification, may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_ I understand and agree that neither AQUA DIVES BELIZE LTD. or AQUA SCUBA CENTER LTD., nor any of their affiliate (s) and subsidiary corporations, nor any of their respective employees, wholesalers, agents, officers, contractors, assigns or other related entities (any hotels, dive shops, etc.), nor International PADI, Inc. nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program that involves the use of oxygen enriched air or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ In consideration of being allowed to participate in this dive(s) with oxygen enriched air, I hereby personally assume all risks of this dive(s) with oxygen enriched air, whether foreseen or unforeseen, that may befall me while I am a participant in this dive(s) with oxygen enriched air.

\_\_\_\_\_ I further release, exempt and hold harmless said dive(s) with oxygen enriched air and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this dive(s) with oxygen enriched air, including both claims arising during the dive(s) with oxygen enriched air or after I complete the dive(s) with oxygen enriched air.

\_\_\_\_\_ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this experience, 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 Released Parties responsible for the same.

\_\_\_\_\_ I understand that past or present medical conditions may be contraindicative to my participation in this experience. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

\_\_\_\_\_ I am aware that I will be diving with a buddy throughout the entire dive.

\_\_\_\_\_ I will listen to the dive briefing and carefully follow instructions and advice of the dive master or dive instructor.

\_\_\_\_\_ I will inspect all of my equipment prior to this experience 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 am also aware that some of the dives may be of an advanced nature.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired 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 is 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 un-enforceable provision had never been contained herein.

\_\_\_\_\_ I further state that I have read and do understand the cancellation policy provided above in this instrument.

\_\_\_\_\_ 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 death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

IT IS THE INTENTION OF (Participant Name) \_\_\_\_\_  
BY THIS INSTRUMENT TO EXEMPT AND RELEASE AQUA DIVES BELIZE LTD., AND AQUA SCUBA CENTER LTD., AND ANY OF THEIR AFFILIATE (S) AND SUBSIDIARY CORPORATIONS, AND ANY OF THEIR RESPECTIVE EMPLOYEES, WHOLESALERS, AGENTS, OFFICERS, CONTRACTORS, ASSIGNS AND OTHER RELATED ENTITIES (ANY HOTELS, DIVE SHOPS, ETC.), AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS DOCUMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent of Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)