



OFF DUTY DIVE CHARTERS

Boat Travel and Scuba Diving Voluntary Release, Waiver, and Assumption of Risk

I, _____, hereby affirm that I am a certified diver or a student diver under the control and 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”), which may result in serious injury or death. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, 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 a boat, any and all spearfishing activities to include storage and use of said equipment, 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 diving class. I understand and agree that neither the vessel captain and crew, including dive professionals, nor the vessel owner, nor **Off Duty Dive Charters LLC**, the vessel, nor PADI Americas Inc., nor any chartered through scuba dive companies, nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter “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 Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I also understand that skin diving 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 Released Parties responsible for the same. 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 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 may have to sue the Released Parties resulting from any injury or 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.

I, _____, BY THIS INSTRUMENT, AGREE TO 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 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 Printed Name _____

Participant’s Signature _____ Date _____
Day / Month / Year

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

Diver Certifications Check here if a student

Recreational Diver Certifications *(Check highest level)*

Open Water Advanced Rescue DM/AI Instructor

Certifying Agencies *(Check all that apply)*

NAUI PADI SDI SDI SSI Other: _____

Specialty/Technical Certifications *(Check all that apply)*

EANX Advanced EANX/Deco Trimix Rebreather

Certifying Agencies *(Check all that apply)*

GUE IANTD NAUI PADI PSAI SSI TDI Other: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Phone #: _____
(Include area code)

Relationship _____

Photo & Video Release

I grant to **OFF DUTY Dive Charters LLC**, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize **OFF DUTY Dive Charters LLC**, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that **OFF DUTY Dive Charters LLC** may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature _____

Printed name _____