



We B Divin' Cozumel



Boat Travel and Scuba Diving Liability Release and Assumption of Risk Agreement

Please read carefully and fill in all blanks before signing.

I, (Passenger/Diver' Name) _____, hereby affirm that I am a certified scuba 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").

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 Yucab III; nor the Yucab III itself; nor We B Divin' Cozumel, nor its affiliate or subsidiary corporations; 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 Released 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/Yucab III 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 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 my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, (Passenger/Diver' Name) _____, 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 Signature _____

Date (Day/Month/Year) _____

Signature of Parent or Guardian (where applicable) _____

Date (Day/Month/Year) _____

Diver Accident Insurance No Yes Policy Number _____

Company _____

Name: _____

Sex: _____

DOB: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Email: _____

Emergency Contact: _____

Phone: _____

Certifying Agency _____

Certification Number: _____

Certification Level: _____

of Dives to Date: _____

Date Last Dive (Day/Month/Year): _____

Rate Yourself: Need Supervision, Capable, Independent, _____



STANDARD SAFE DIVING PRACTICES STATEMENT OF UNDERSTANDING

Please read carefully before signing.

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, (Print Name) _____, understand that as a diver I should:

Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.

1. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
2. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/monitoring device (dive computer, RDP/dive tables – which you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
3. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.
4. Adhere to the buddy system throughout every dive. Plan dives – including communications, procedures for reuniting in case of separation and emergency procedures – with my buddy.
5. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver – Slowly Ascend From Every dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
6. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as a signal tube, whistle, or mirror).
7. Breathe properly for diving. Never breath-hold or skip breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
8. Use a boat, float or other surface support station, whenever feasible.
9. Know and obey local dive laws and regulations, including fish and game and dive flag laws.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

Participant Signature

Date (Day/Month/Year)

Signature of Parent or Guardian (where applicable)

Date (Day/Month/Year)