

Risk Waiver and Release of Liability
Assumption of Risk and Indemnity Agreement
THIS FORM IS TO BE USED FOR ALL DIVING ACTIVITIES
OTHER THAN OPEN WATER SCUBA DIVING CLASS ACTIVITIES

In consideration of permitting me, _____ to enroll in a snorkeling/scuba diving instructional course
(NAME)
and/or participate in snorkeling/scuba diving activities and related operations/activities conducted by the staff of **Scuba St. Lucia** in the city of Soufriere in the Country
of St. Lucia, beginning on the _____ day of (month) _____, 20_____, I for myself, my personal
representatives, heirs and next of kin:

HEREBY acknowledge that SNORKELING/SCUBA DIVING IS A POTENTIALLY DANGEROUS ACTIVITY and involves the risk of serious injury and/or death and/or property damage. I FURTHER ACKNOWLEDGE that diving with compressed air involves certain risks and injuries that can occur which require treatment in a recompression chamber or other facility which may require a great distance of travel. I UNDERSTAND that the open water diving trips which are necessary for training and certification or for other diving activities may be conducted at a site that is remote, either by time or distance or both, from a recompression chamber or medical facilities.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE any Recreational Scuba Training Council Member, Anse Chastanet, the above dive business, its facility, the dive leader, or any of its officers, instructors, agents or employees (the Releases) FROM ALL LIABILITY TO MYSELF, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED DIVING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releases or otherwise, I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releases from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related diving operations, whether caused by the negligence of the Releases or otherwise.

HEREBY acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the dive leader the potential dangers incidental to engaging in the course and/or activity of snorkeling or scuba diving and related diving operations.

Participant's name: _____
(Please print) (Signature)

Address: _____
(Please print) (Phone#)

Emergency contact: _____
(Print Name) (Relationship) (Phone #)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agrees to indemnify and save and hold harmless Releases.

Parent's Name: _____
(Please print) (Signature Required) (Date)

Guardians Name: _____
(Please Print) (Signature Required) (Date)



Scuba St. Lucia

Certified Diver Information

Name: _____ Hotel: _____ Room #: _____

Date of Birth: _____ Departure Date from St. Lucia: _____ Home Phone: _____

Home Address: _____

Certification Agency: _____ Cert. No.: _____ Cert. Date: _____ Level of Certification: _____

No. of Dives: _____ Date of last dive: _____ Do you have DAN or other diving insurance? _____

Do you have any physical or medical condition of which we should be aware? (Please circle one) YES NO

If YES, please explain: _____

In the interest of protecting our beautiful coral a reef, the Soufriere Marine Management Authority has been established (SMMA). Divers are required to pay a fee of US\$5 per day or US\$15 per year to dive within the SMMA. Please note the SMMA has a **no knife, no glove policy**. Please do not touch any coral or marine life. Control your buoyancy carefully so that fins or gauges do not touch the reef. If you encounter any fish pots (traps) while diving, please do not interfere with them. Report it so that we may ask the marine rangers to remove them. Thank you for your help in preserving our reefs!

All of our diving is escorted by experienced, knowledgeable dive leaders who will show you the best of St. Lucia's underwater world. Please stay within the dive profile guidelines established for each site. Avoid decompression situations (which would preclude diving for the following 24 hours). Recommended profiles are based on the SSI Dive Tables. If using dive computers, all members of the buddy team should be so equipped (no sharing of dive computers is allowed). **You are responsible for your own safe nitrogen levels. We strongly recommend that you do not dive 24 hours before flying.**

In the interest of the safety of all our divers, we ask that you **do not drink any alcoholic beverages until after your last dive of the day**. Please don't drink and dive. We reserve the right to refuse diving services for not adhering to our guidelines.

Please sign below to indicate that you have read and understood Scuba St. Lucia's policies and procedures.

Signature

Date

For Office Use Only

(Walk-in) Single Dive ☐ or Dive Package 6 ☐ 10 ☐ 12 ☐ Check No. _____

(Castries) Single Day: ☐ 3 Day: ☐ 4 Day: ☐ 5 Day: ☐ Check No. _____

Equipment rented: Computer ☐ BCD ☐ REG ☐ WET ☐ Daily ☐ / Weekly ☐ (Paid through) _____ Check No.: _____

SMMA Fees Paid: Daily ☐ Annually ☐ Check No: _____ C-Card and information checked by: _____

Dive	Date	Dive Site	Dive Pd.	Equip Pd.	SMMA Pd.	Dive	Date	Dive Site	Dive Pd.	Equip. Pd.	SMMA Pd.
1						9					
2						10					
3						11					
4						12					
5						13					
6						14					
7						15					
8						16					