



# Stuart Scuba

## Complete Liability Release

I understand the purpose of signing this document is to exempt and release STUART DIVE SHOP llc., SCUBA VENTURE CHARTERS Inc, dba, its owners, employees, agents, and boats (whether owned, leased, or chartered) from any and all liabilities arising as a consequence of any acts or omissions on their part, including, but not limited to: Negligence, and Gross Negligence, Which may cause me injury or death.

I am a certified diver or a student diver under the direct supervision of an instructor and have been taught and understand that scuba diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, and acts of fellow divers. **I SPECIFICALLY ASSUME ALL SUCH RISKS.** I have been diving within the past year, or I am currently participating in a dive training course, or I am a student under the instruction of a certified diving instructor. I acknowledge that I am physically fit to scuba dive and snorkel and will not hold STUART DIVE SHOP, Scuba Venture Charters, or its owners, employees, agents, or boat responsible if I am injured as a result of heart problems, lung problems or other illnesses, or any other medical problems which may occur while I am on the boat, shop property, diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently consumed any drugs or medication that would contradict diving. I am not under the influence of alcohol nor am I hung-over. I am aware of the dangers of holding my breath while diving and the dangers associated with rapid ascents and will not hold STUART DIVE, SCUBA VENTURE CHARTERS or its owners, employees, agents, or boats responsible for such acts. I fully understand and I am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.

Prior to leaving the dock, I will inspect all equipment to be used. I will take whatever actions are necessary to resolve any problems with my equipment before diving with it and I will not dive if all my equipment is not functioning properly. I will not hold STUART DIVE SHOP, SCUBA VENTURE CHARTERS or its owners, employees, agents or boats responsible for my failure to inspect my equipment prior to diving, I will be present and attentive to the safety briefing given by the dive staff and the boat captain and if there is anything that I do not understand or have been taught differently, I will notify the boat captain immediately. I understand it is my responsibility to plan and carry out my own dive and I agree to be responsible for my own safety. I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500 PSI (34 Bar) remaining in my tank. I will immediately abort my dive if: (1) I feel uncomfortable with my diving abilities; and/or (2) Diving conditions are worse than those for which I have been trained or for which I have experience.

If I become distressed on the surface, I will **IMMEDIATELY** drop my weight belt and inflate my BC for permanent floatation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal. I will not hold the STUART DIVE SHOP, SCUBA VENTURE CHARTERS or its owners, employees, agents, or boats for failure to rescue or recover me.

**IT IS MY INTENTION BY SIGNING THIS DOCUMENT TO GIVE UP ALL MY LEGAL RIGHTS TO SUE ANY PERSON OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT. IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE STUART DIVE SHOP, SCUBA VENTURE CHARTERS, ITS OWNERS, EMPLOYEES, AGENTS, AND BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY KIND; AND I ASSUME ALL RISK IN CONNECTION WITH SNORKELING, BOATING AND SCUBA DIVING ACTIVITIES.**

**I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT ON BEHALF OF MY SELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVES.**

Diver Name Text Street Address \_\_\_\_\_

Today's Date: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Certification# \_\_\_\_\_ Birth Date (Month/Day only) \_\_\_\_\_

DAN Insured? YES NO | Date of last dive \_\_\_\_\_ Emergency Contact \_\_\_\_\_

Local Accommodations: \_\_\_\_\_ Emergency Phone \_\_\_\_\_

Under 18 years of Age must have Parent or Guardian's signature: Diver Signature: \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_