

LIABILITY RELEASE AND ASSUMPTION OF RISK FOR SUPERVISION OF CERTIFIED DIVERS

PLEASE READ CAREFULLY BEFORE SIGN

Cert #: _____ Verified by: _____

THIS IS A RELEASE OF YOUR RIGHTS TO SUE **JACK'S DIVING LOCKER & Kona Coast Divers (Facility), NA PALI KAI Inc, DOLPHIN DIVERS Inc, LAROS DIVING Inc, Kona Coast Skin Divers Ltd (Operators), the PROFESSIONAL STAFF OF JACK'S DIVING LOCKER (Dive Supervisors)** AND THEIR EMPLOYEES, AGENTS AND ASSIGNS (HEREIN AFTER "RELEASED PARTIES" FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING DIVE ACTIVITIES AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES.

1. I acknowledge that I am a certified scuba diver trained in safe diving practices.
Certified by: PADI SSI NAUI NASDS Other _____. Approximate dives to date: _____. Last dive: _____.
2. I am aware of the risks inherent in this sport and accept these risks.
3. I am in good mental and physical fitness for diving, and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory 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.
4. I am aware of the dangers of breath holding while scuba diving, and will not hold the Released Parties and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so.
5. I am aware that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the Released Parties responsible for my failure to safely plan my dive.
6. I will inspect all of my equipment prior to the activity 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.
7. I acknowledge that I am physically fit to scuba dive, and I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving.
8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risks of said injuries.
9. I expressly assume the risk and accept all responsibility to plan my dive and dive my plan.
10. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this diving excursion, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold Released Parties responsible for the same.
11. I understand that on this open-water diving trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
12. I thoroughly understand the hazards occurring during boat travel to and from the site. I understand that these hazards include slipping and falling while on board, being cut or struck by a boat while in the water, injuries while getting on or off a boat, and other perils of the sea.
13. IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE

Diver's Name

JACK'S DIVING LOCKER & Kona Coast Divers (Facility), NA PALI KAI Inc, DOLPHIN DIVERS Inc, LAROS DIVING Inc, Kona Coast Skin Divers Ltd (Operators), the PROFESSIONAL STAFF OF JACK'S DIVING LOCKER (Dive Supervisors) AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.

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

SIGNATURE OF DIVER	SIGNATURE OF PARENT OF GUARDIAN (Where Applicable)	DATE
PRINT NAME	E-MAIL ADDRESS (Only list your address if it is OK for us to send you e-mail)	
STREET ADDRESS	CITY	STATE ZIP CODE

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➔
 Please ensure that you allow sufficient time between flying & diving. When is your next flight? _____

WAIVER IS GOOD THRU DECEMBER 31, 2009, BARRING ANY CHANGE IN CERTIFICATION OR MEDICAL STATUS