



# General Liability Release And Express Assumption Of Risk

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## For Guided Snorkeling Tours

**Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.**

I, \_\_\_\_\_, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of snorkeling activities and participation in a guided tour as a snorkeler.

\_\_\_\_\_ Further, I understand that snorkeling involves certain inherent risks including marine life injuries, drowning, slipping & falling on either a vessel or a beach entry point, possible hazards from other watercraft or vessels in the area or other barotrauma injuries such as ear or mask squeezes, etc. Such injuries can occur that may require treatment in a medical facility. I further understand that snorkeling activities can be at remote sites, and isolated by time and distance, from such a medical facility. I still choose to proceed with such snorkeling activities in spite of the absence of a medical facility in proximity to the snorkeling site.

\_\_\_\_\_ I understand and agree that neither the instructor/guide \_\_\_\_\_, nor any of the respective employees, officers, agents or assigns of The Dive Outfitters Ltd, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this snorkeling activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ In consideration of being allowed to participate in this activity I hereby personally assume all risks in connection with said trip, for any harm, injury, or damage that may befall me while I am a snorkeling participant including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation and snorkeling activities including claims arising during this activity even if such claims may be groundless, false or fraudulent.

\_\_\_\_\_ I also understand that snorkeling activities are physically strenuous and that I will be exerting myself during this snorkeling trip and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me.

\_\_\_\_\_ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance..

\_\_\_\_\_ I understand that I may be supplied with certain items of snorkeling equipment and that I am responsible for reviewing its proper function, fit, and operating condition prior to using it.

\_\_\_\_\_ 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 that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF \_\_\_\_\_ BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUCTORS DIVEMASTER/GUIDE, \_\_\_\_\_ THE BUSINESS, The Dive Outfitters Ltd \_\_\_\_\_), AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

**No alterations, changes, omissions or revisions may be made.**

\_\_\_\_\_  
Signature of Student/Participant / Date  
(where applicable)

\_\_\_\_\_  
Signatures of Parents or Guardians / Date

\_\_\_\_\_  
Witness / Date

# SDI Medical History

Diving is an exciting and demanding activity. When performed correctly, applying correct techniques, it is very safe. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, epilepsy, asthma, a severe medical problem or who is under the influence of alcohol or drugs should not dive. If taking medication, consult your doctor and the instructor before participation in this program.

The purpose of this medical questionnaire is to find out if your doctor should examine you before participating in recreational dive training. A positive response to a question does not necessarily disqualify you from diving. A positive response means that there is a pre-existing condition that may affect your safety while diving and you must seek the advice of your physician.

Please answer EACH ONE of the following questions on your past or present medical history with a YES or NO. If you are not sure, answer YES. If any of those items apply to you, we must request that you consult with a physician prior to participating in scuba diving.

YES or NO Please.  
Not X, Y, N or any  
other variation!

- Do you currently have an ear infection?
- Do you have a history of ear disease, hearing loss or problems with balance?
- Do you have a history of ear or sinus surgery?
- Are you currently suffering from a cold, congestion, sinusitis or bronchitis?
- Do you have a history of respiratory problems, severe attacks of hay fever or allergies or lung disease?
- Have you had a collapsed lung (pneumothorax) or history of chest surgery?
- Do you have active asthma or a history of emphysema or tuberculosis?
- Are you currently taking medication that carries a warning about impairment of your physical or mental abilities?
- Do you have behavioral health, mental or psychological problems or a nervous system disorder?
- Are you pregnant?
- Do you have a history of colostomy?
- Do you have a history of heart disease or heart attack, heart surgery or blood vessel surgery?
- Do you have a history of high blood pressure, angina, or take medication to control blood pressure?
- Do you have a history of bleeding or other blood disorders?
- Do you have a history of diabetes?
- Do you have a history of seizures, blackouts or fainting, convulsions or epilepsy or take medication to prevent them?
- Do you have a history of back, arm or leg problems following an injury, fracture or surgery.
- Do you have a history or fear of closed or open spaces or panic attacks (claustrophobia or agoraphobia)?

I am unaware of any medical history or conditions that would prevent or disqualify me to participate in diving activities.

\_\_\_\_\_  
Participant Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (where applicable)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date