



Last Name

First Name

Date (Good for One Year)

LIABILITY RELEASE AND WAIVER FOR SCUBA DIVING

1. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE **CARTER'S CHARTERS DBA VENICE DIVE CHARTERS** (HEREAFTER CALLED "VENICE DIVE CHARTERS") AND THE DIVE VESSELS **DIVE BOAT**, (HEREAFTER CALLED "VESSEL"), ITS EMPLOYEES, AGENTS AND DIVE BOATS, WHETHER OWNED, OPERATED, LEASED OR CHARTERED, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION ON THEIR PART INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

Initial

2. I AM, BY MY INITIALS, AFFIRMING THAT I AM A CERTIFIED SCUBA DIVER OR A STUDENT DIVER. I HAVE BEEN TAUGHT AND UNDERSTAND THAT SCUBA DIVING, SNORKELING AND SWIMMING ARE HAZARDOUS ACTIVITIES WITH INHERENT RISKS AND DANGERS ASSOCIATED THEREWITH, INCLUDING, BUT NOT LIMITED TO, RISKS ASSOCIATED WITH EQUIPMENT FAILURES, PERILS OF THE SEA AND ACTS OF FELLOW DIVERS WHICH COULD RESULT IN MY SERIOUS INJURY OR DEATH. *BY WAY OF MY INITIALS, I EXPRESSLY ASSUME THESE RISKS.* I ASSERT THAT I AM PHYSICALLY FIT TO PARTICIPATE IN THE SPORT OF SCUBA DIVING, AND I AGREE, BY WAY OF MY SIGNATURE, THAT I WILL NOT HOLD ANY OF THE ABOVE NAMED ENTITIES, INDIVIDUALS OR PERSONS RESPONSIBLE IF I AM INJURED WHILE SCUBA DIVING. BE IT FOR MEDICAL REASONS OR OTHER, I DO NOT HAVE IN MY POSSESSION ANY ILLEGAL DRUGS, NOR AM I TAKING OR HAVE I RECENTLY TAKEN ANY DRUGS OR MEDICATIONS WHICH COULD CAUSE AN ADVERSE REACTION AS A RESULT OF COMBINING SUCH DRUGS AND/OR MEDICATIONS WITH SCUBA DIVING. I ALSO ATTEST THAT I WILL NOT BE UNDER THE INFLUENCE OF ALCOHOL WHILE SCUBA DIVING, THAT I WILL NOT POSSESS ALCOHOL WHILE ON-BOARD THE NAMED VESSEL, AND THAT I HAVE BEEN WARNED OF THE DANGERS OF CONSUMING ALCOHOL PRIOR TO, DURING OR AFTER SCUBA DIVING.

Initial

3. PRIOR TO LEAVING THE DOCK I WILL INSPECT ALL OF MY EQUIPMENT TO BE USED... TO INCLUDE ANY RENTAL EQUIPMENT.. AND I WILL NOTIFY VENICE DIVE CHARTERS OF ANY EQUIPMENT WHICH I FIND TO NOT BE FUNCTIONING PROPERLY. I WILL NOT HOLD VENICE DIVE CHARTERS OR ANY OF ITS EMPLOYEES, AGENTS OR DIVE VESSELS RESPONSIBLE FOR MY FAILURE TO INSPECT MY EQUIPMENT PRIOR TO DIVING. *I AM AWARE THAT VENICE DIVE CHARTERS IS A NAUI DIVE CHARTER AND THAT I MAY NOT DIVE WITHOUT HAVING AN ALTERNATE AIR SOURCE AND SNORKEL IN MY POSSESSION WHILE DIVING.*

Initial

4. I WILL BE PRESENT AND ATTENTIVE TO THE SAFETY BRIEFINGS GIVEN BY THE DIVE MASTER, MATE AND/OR VESSEL CAPTAIN. I UNDERSTAND THAT I HAVE AN AFFIRMATIVE DUTY TO PLAN AND CARRY OUT MY OWN DIVE AND TO BE RESPONSIBLE FOR MY OWN SAFETY. *BY WAY OF MY SIGNATURE, I EXPRESSLY AGREE THAT I WILL PLAN ALL MY DIVES AS NO DECOMPRESSION DIVES, WITH A THREE MINUTE SAFETY STOP AT 15 FEET PRIOR TO SURFACING.* I FULLY AGREE THAT I WILL START MY ASCENT AT THE END OF EACH DIVE WITH ENOUGH AIR TO GUARANTEE BEING ON THE VESSEL WITH AT LEAST 500 PSI OF AIR, AND AGREE TO A TANK VISUAL INSPECTION (VIP) CHARGE OF \$10.00 SHOULD I RETURN TO THE DIVE BOAT WITH LESS AIR THAN 500 PSI. I FURTHER AGREE NOT TO PLAN MY DIVE TO EXCEED THE LEVEL FOR WHICH I AM TRAINED (OPEN WATER - 60', ADVANCED OPEN WATER - 130'). I WILL IMMEDIATELY CEASE AND ABORT MY DIVE IF I FEEL UNCOMFORTABLE WITH MY DIVING ABILITIES, AND/OR DIVING CONDITIONS ARE WORSE THAN THOSE FOR WHICH I HAVE BEEN TRAINED OR FOR WHICH I AM COMFORTABLE.

Initial

5. I AM FULLY AWARE AND HAVE BEEN TRAINED IN THE DANGERS, RISKS AND HAZARDS OF HOLDING MY BREATH WHILE DIVING ON COMPRESSED AIR AND/OR ENRICHED AIR (EAN), AND FULLY AGREE NOT TO HOLD THE ABOVE NAMED INDIVIDUALS, PERSONS OR ENTITIES RESPONSIBLE FOR ANY SUCH ACT BY ME. IN THE EVENTUALITY THAT I BECOME DISTRESSED AT THE SURFACE, I WILL IMMEDIATELY INFLATE MY BUOYANCY COMPENSATOR, DROP MY WEIGHTS, AND SIGNAL THE DIVE VESSEL OF MY NEED FOR ASSISTANCE. I UNDERSTAND THAT IF I REQUIRE ANY ASSISTANCE FROM THE VESSEL, DIVE MASTER OR CAPTAIN, I WILL GIVE THE PROPER "DIVER IN TROUBLE" SIGNAL. I UNDERSTAND THAT THIS DIVE TRIP MAY BE CONDUCTED AT A SITE OR SITES REMOTE FROM A MEDICAL FACILITY AND RECOMPRESSION CHAMBER... NEVERTHELESS, I EXPRESSLY WISH TO PROCEED WITH THIS TRIP.

Initial



LIABILITY RELEASE AND WAIVER FOR SCUBA DIVING

~ *continued* ~

6. BY WAY OF MY INITIALS AND SIGNATURE ON THIS DOCUMENT, IT IS MY EXPRESS INTENTION BY EXECUTION OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE CARTER'S CHARTERS DBA VENICE DIVE CHARTERS, ITS EMPLOYEES, AGENTS AND DIVE VESSELS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE AND INITIALS ON THIS DOCUMENT, I FULLY AGREE TO INDEMNIFY AND HOLD THE PERSONS, INDIVIDUALS AND ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OR WRONGFUL DEATH BY MYSELF, HEIRS AND ASSIGNEES, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SCUBA DIVING.

Initial

7. I HEREBY AUTHORIZE VENICE DIVE CHARTERS PERMISSION TO USE MY LIKENESS IN A PHOTOGRAPH AND/OR VIDEO IN ANY AND ALL OF ITS PUBLICATIONS. I UNDERSTAND AND AGREE THAT ANY PHOTOGRAPH OR VIDEO USING MY LIKENESS WILL BECOME PROPERTY OF VENICE DIVE CHARTERS. I ACKNOWLEDGE THAT SINCE MY PARTICIPATION WITH VENICE DIVE CHARTERS IS VOLUNTARY, I WILL RECEIVE NO FINANCIAL COMPENSATION.

Initial

8. BY WAY OF MY SIGNATURE, GIVEN VOLUNTARILY, I EVIDENCE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT, I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR VENICE DIVE CHARTERS, ITS EMPLOYEES, AGENTS AND DIVE VESSELS ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THIS IS A LEGALLY BINDING CONTRACT. IT IS MY EXPRESS INTENTION BY WAY OF MY SIGNATURE THAT I AGREE AND UNDERSTAND THAT THIS ENTIRE DOCUMENT AND EACH PARAGRAPH IS IN FORCE FROM THE DATE I SIGN IT FORWARD 365 DAYS OR 1 YEAR.

Initial

9. NO GPS DEVICES, ALCOHOL OR SMOKING ALLOWED ON THE BOAT.

Initial

Signature:		Street Address:	
Print Name:		City, State, Zip:	
Date:		Phone Number(s):	
E-mail Address:		Date of Last Dive:	
Certification Level:		Total # of dives:	
Parent or Guardian Signature:		Parent or Guardian Address:	
Parent or Guardian Print Name:		Parent or Guardian Phone #:	
In Case of Emergency, Contact:		Emergency Contact Phone #:	

Emergency Contact should not be someone who is on the charter with you.