



Providenciales – Turks & Caicos

Liability Release and Assumption of Risk Agreement For Scuba Diving

PLEASE READ VERY CAREFULLY

This is a release of your rights to sue.

I affirm that I am a certified scuba diver, or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the inherent risks of snorkeling and scuba diving including those hazards occurring during boat travel to and from the dive site and while at the site (hereinafter collectively “Excursion”), and that these inherent risks may result in serious injury or death.

I understand these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; acts of fellow divers, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, changing sea conditions and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in the Excursion, whether conducted as a recreational diver or a student diver in a diving class.

I understand and agree that neither Aqua Scuba, Ltd. dba Aqua TCI, nor its owners, officers, employees, agents, contractors nor assigns (hereinafter “Released Parties”) may be held responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur during this Excursion as a result of my participation in this Excursion or as a result of the negligence of the Released Parties, whether passive or active.

I understand and agree that none of the Released Parties may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I do not have in my possession any illegal drugs. I affirm I am in good mental and physical fitness to snorkel/scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contraindicated to snorkeling/diving. If I am taking medication, I affirm that I have seen a physician and have approval to snorkel/dive while under the influence of the medication/drugs. I understand that snorkeling and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I affirm it is my responsibility to inspect all equipment I will be using, whether rented or owned, prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly. I understand and agree it is my responsibility to verify the quality and quantity of air/gas in my cylinder prior to diving.

I will be present at and attentive to the briefing given by the boat crew. If there is anything I do not understand I will notify the boat crew or captain immediately. I acknowledge it is my responsibility to plan my dives as no-decompression dives, and within parameters that allow me to make a safety stop before ascending to the surface, arriving on board the vessel with gas remaining in my cylinder, as I have previously learned, as a measure of safety. If I become distressed on the surface I will immediately drop my weights and inflate my BCD (orally or with low pressure inflator) to establish buoyancy on the surface and if I want or need assistance from the boat I will give the proper “distressed diver” signal.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it is my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew.

I am aware safe dive practices recommend a refresher or guided orientation dive following a period of diving inactivity. I understand such refresher/guided dive is available for an additional fee. If I choose not to follow this recommendation I will not hold the Released Parties responsible for my decision.

I acknowledge that the Released Parties have made no representation to me, implied or otherwise, that they will perform a safe rescue or render first aid. In the event I show signs of distress or call for aid, I request assistance and will not hold the Released Parties responsible for their actions in attempting the performance of a rescue or first aid.

I fully understand and am aware that Aqua Scuba Ltd, dba Aqua Tci, or any of its directors, officers, employees or agents reserve the right to terminate my dive privileges, without any refund of monies paid, if at any time I violate the terms herein or they deem my actions may endanger myself, others or the environment.

Where leaving my personal equipment to utilize the service of equipment rinsing and storage I will ensure everything is secured within my bag and that said bag is fully fastened. I understand this service is provided at my own risk and Aqua Scuba Ltd, dba Aqua Tci take no responsibility for damaged or missing items.

CANCELLATION POLICY: All cancellations of bookings **MUST** be made in line with the company's current policy as detailed on their website at <http://www.aquatci.com/contact-us/> .

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

By signing this agreement, I exempt and release all the above listed entities and/or individuals from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

I have fully informed myself and my heirs of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

I hereby state and agree this Agreement will be effective for all activities associated with the Excursion in which I participate, beginning on the date first signed below and continuing for a period of twelve calendar months beyond that date.

Participant Signature Date (Day/Month/Year)

Print Name Certification

Street Address City

State Zip

Email Telephone

Local Accommodation Room Number

Nu of Dives Date of Last Dive

Date of Birth (if under 18)

Signature of Parent of Guardian (where applicable) Date (Day/Month/Year)



Providenciales – Turks & Caicos

EQUIPMENT RENTAL AGREEMENT – COMPLETE LIABILITY RELEASE

PLEASE READ VERY CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING.

THIS AGREEMENT is entered into between _____ and Aqua Scuba Ltd dba Aqua Tci, for the rental of scuba and/or skin diving equipment. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of skin and/or scuba diving, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

I understand and agree that Aqua Scuba Ltd dba Aqua Tci, and its employees, owners, officers, contractor, assigns or agents (hereinafter referred to as “Released Parties”), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I acknowledge that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I agree to reimburse Aqua Scuba Ltd dba Aqua Tci for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

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 the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, and beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Signature: ----- Date: -----

Print name: -----

Street Address: -----

City: ----- State: ----- Zip: -----

Email: ----- Telephone: -----

D.O.B (if under 18): ----- Parent or Legal guardian Signature: -----

Date of Dive	BCD	REG	W/S	MASK	FINS	COMPUTER	NITROX	OTHER CHARGE	SIGNATURE

I acknowledge I am financially responsible for any services or goods provided as indicated and signed for above.
Equipment will be noted by size and/or number