

LIABILITY RELEASE AND ASSUMPTION OF RISK FOR CERTIFIED DIVERS AND SNORKELERS

PLEASE READ CAREFULLY BEFORE SIGNING:

THIS RELEASE OF YOUR RIGHTS TO SUE: Norman Cinch, Horizons Pacific Inc., Big Island Divers, and their employees, agents or assigns (herein after "released parties") for personal injuries or wrongful death that may occur during diving/snorkeling activities as the result of the negligence of the release parties.

I acknowledge that I am a certified scuba diver trained in safe diving practices.

I am aware of the dangers of breath holding while scuba diving and I will not hold released parties and related entities, (such as employees, instructors, certified assistants, boat operators or diver training agencies, responsible) if I am injured doing so.

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.

I understand that even though I follow all of the appropriate dive practices there is still some risk of said injuries.

I understand that I will be in the water with wild and potentially dangerous creatures; also their presence and actions are totally unpredictable; their presence is affected by surf, visibility, seasonal changes and the quantity of plankton/food in the water. No guarantees are made for their presence.

I expressly assume the risk and accept all responsibility to plan my dive and dive my plan.

I am aware of the risks inherent in the sport of diving/snorkeling and accept these risks.

I am in good mental and physical fitness for diving/snorkeling and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to diving/snorkeling. If I am taking medication I affirm that I have seen a physician and have the approval to dive/snorkel while under the influence of the medication/drugs.

I will inspect all of my equipment prior to the activity and will notify the released parties, if any, if my equipment is not working properly. I will not hold the released parties responsible for my failure to inspect my equipment prior to diving/snorkeling.

I acknowledge that I am physically fit to scuba dive/snorkel 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 illness that occur while diving.

I understand that scuba diving/snorkeling 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.

I understand that on the open water diving/snorkeling 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.

I understand that I will supervise all minors under the age of 16 at all times. I also allow BID to use photos, images, or my likeness of myself on video, website and other promotional uses. I understand that there is a 48 hr cancellation required for all charters or credit card charges will apply.

I understand that by signing and the date below, this contract is valid for the duration of your stay or 30 days there after.

_____ **I can swim and need no assistance to stay afloat.**

_____ **I will be financially responsible for any rental gear or equipment I lose or break.**

IT IS THE INTENTION OF: (your name here) _____ BY THE INSTRUMENT TO EXEMPT AND RELEASE: NORMAN CINCH, HORIZONS PACIFIC INC., BIG ISLAND DIVERS, AND THEIR EMPLOYEES, AGENTS OR ASSIGNS 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 MY HEIRS AND MYSELF.

SIGNATURE OF DIVER _____ PARENT/GUARDIAN: _____

NAME: _____ DATE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: _____

EMAIL: _____ LOCAL PHONE/CELL: _____

HOTEL/LOCAL ADDRESS: _____ RM# _____

DATE OF LAST DIVE: _____ CERTIFYING AGENCY(PADI, NAUI, SSI, SDI, ETC...) _____

TOTAL NUMBER OF DIVES: _____ CERTIFICATION NUMBER: _____

HOW DID YOU HEAR ABOUT US??? _____