

# BLUE WATER EXPLORERS

## COMPLETE LIABILITY RELEASE

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

CERTIFICATION AGENCY: NAUI  PADI  YMCA  OTHER  \_\_\_\_\_

1. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE BLUE WATER EXPLORERS, ITS CAPTAINS, CREW, EMPLOYEES, OFFICERS, AGENTS AND VESSELS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART;
2. I am a good swimmer and in good general health. I am aware that boating, snorkeling, free-diving and scuba diving may be hazardous activities and may result in serious personal injury or death;
3. I affirm that the sole responsibility of BLUE WATER EXPLORERS is to transport me to and from locations selected by them at their discretion and that they are not responsible for my safety while I am on the boat, off the boat or in the water;
4. If I am scuba diving:
  - A) I am a certified diver or a student diver under the direct supervision of an instructor. I have been taught and understand that scuba diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea, and acts of fellow divers...and I specifically assume all such risks;
  - B) I am physically fit for scuba diving and/or snorkeling and I will not hold BLUE WATER EXPLORERS responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while or as a result of diving and/or snorkeling;
  - C) I do not have illegal drugs in my possession, and I have not recently taken drugs, alcoholic beverages or medication which would contraindicate diving;
  - D) Prior to leaving the dock I will inspect all equipment to be used including any equipment provided by or rented from Blue Water Explorers. I will immediately notify BLUE WATER EXPLORERS of any equipment that is not functioning properly;
  - E) I will be present at and attentive to the safety briefing given by the captain and/or crew. I will notify the captain and/or crew immediately if the briefing contains information that I do not understand or that differs from my training;
  - F) I understand that I have the responsibility to plan and to carry out my own dive, and to be responsible for my own safety and the safety of my "buddy". I will remain with my "buddy" at all times;
  - G) At the end of each dive I will start my ascent with enough air to guarantee being on the boat with a minimum of 500 psi remaining in my tank;
  - H) I will terminate my dive immediately if I should become uncomfortable with my diving abilities and/or the diving conditions are not consistent with those for which I have been trained or for which I have experience;
  - I) I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents;
  - J) If I become distressed on the surface, I will immediately release my weight system and inflate my buoyancy compensator for floatation assistance. If I want or need additional assistance from the boat, I will give the proper "diver in trouble" signal.
5. I am fully aware and understand that the boat has limited medical facilities and that, in the event of illness or injury, appropriate medical assistance must be summoned by radio and that treatment may be delayed until I can be transported to a proper medical care facility.
6. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO TAKE ANY LEGAL ACTION AGAINST BLUE WATER EXPLORERS, ITS CAPTAINS, CREW, EMPLOYEES, OFFICERS, AGENTS AND VESSELS AND TO EXEMPT AND INDEMNIFY THOSE NAMED HEREIN FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTIONS, INACTIONS OR WRONGDOING INCLUDING NEGLIGENCE. I ASSUME ALL RISK IN CONNECTION WITH THE RIDE ON THE BOAT, SWIMMING, SNORKELING AND/OR SCUBA DIVING ACTIVITIES.
7. I HAVE READ THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE IF UNDER 18 YRS.