

Name		Certifying Agency	SSI, PADI, NAUI	Other:
Address		Certification Level		
City, State, Zip		Instructor Name & #		#
E-Mail Address		# of New England	Ocean Dives	

Liability Release Form

This is a release of your rights to sue "Cape Diver" and The Dive Locker, LLC, its servants, agents, or employees, (hereinafter "Released Parties") for personal injuries or wrongful death that may occur during the forthcoming diving activities as a result of negligence of the released parties.

PLEASE SIGN YOUR INITIALS

1. _____ I acknowledge that I am a certified scuba diver, or under an instructor's supervision, trained in safe diving practices and will remain with my buddy or instructor at all times.
2. _____ I understand snorkeling/scuba diving has inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, being struck by surface craft, perils of the sea, acts of fellow divers/snorkelers **and I specifically assume all risks of my snorkeling/scuba diving activities whether foreseen or unforeseen.**
3. _____ I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of any drugs that are contradictory to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive under the influence of the medication/drugs.
4. _____ I will inspect my equipment and any equipment I have rented from The Dive Locker, LLC prior to the activity and will notify the above listed individuals if any of my equipment is not working properly. I will not hold The Dive Locker, LLC, or any of the above listed individuals responsible for my failure to inspect my equipment prior to diving.
5. _____ If I become distressed on the surface, I will **immediately drop my weights/weight system and inflate my BC for flotation assistance. While on the surface I will keep my regulator or my snorkel in my mouth at all times.**
6. _____ I also understand that sea conditions may change while we are en route to the dive site, underwater diving, or any time during the dive trip and that this is a function of the diving environment. I will not hold "Cape Diver" and The Dive Locker, LLC or any of the above listed individuals responsible for weather/sea conditions over which they have no control.
7. _____ I acknowledge that "Cape Diver" is providing **transportation only** from the dock to a location for me to pursue my underwater activities and that the captain and the mates or other agents or assigns, while assisting on board the vessel are not providing instruction, protection from perils of swimming and scuba diving/snorkeling and **are not responsible for my safety while in the water.**
8. _____ I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, lung over-expansion injuries, or other hyperbaric injuries, I expressly assume the risk of said injuries.
9. _____ I understand the scuba diving 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 the above listed individuals responsible for the same.
10. _____ I also fully understand and am aware that the dive boat has limited medical facilities that in the event of illness or injury, appropriate medical care must be summoned by radio and that the treatment will be delayed until I can be transported to a proper medical care facility.
11. _____ As a recommendation of scuba training agencies, I understand that I should take a refresher course if I have not been scuba diving for several months.
12. _____ "Cape Diver" and The Dive Locker, LLC has made no representation to me, implied or otherwise, that they or their crew will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and would not hold "Cape Diver" and The Dive Locker, LLC its crew, staff, dive boats, or passengers responsible for their actions in attempting the performance of a rescue or first aid.
13. _____ I understand that I must listen to the dive briefing and if I have any questions on it or the dive itself, I will ask before entering the water.

It is the intention of (YOUR NAME, please print) _____ to exempt and release "Cape Diver" and The Dive Locker, LLC its agents, staff, servants, and employees from all liability whatsoever for personal injury, property damage, loss of equipment, and wrongful death caused by the simple or gross negligence of the released parties.

I have fully informed myself of the contents of this information and release by reading it before I signed it on behalf of myself or my heirs.

"It is also my intention that this release is to be continuing in nature, and will apply to any injuries or death arising out of, or related to, any Diving/Snorkeling activities I participate in with the released parties for a period of _____ days after the herein after referenced date of my signature."

Signature of Client _____ Date _____

Signature of Parent _____ Date _____

Instructor Statement

I, _____, instructor for _____ (student name) student, affirm that I am insured and **in Teaching Status** with my agency _____. I will assume full responsibility for the care, custody, and control of my student.

Instructor Signature _____ Date _____ Instructor # _____