



First Name

Last Name

By placing my name here, I agree to be responsible for the content of this page.

Boat – Event – Travel

ASSUMPTION OF RISK, LIABILITY RELEASE & HOLD HARMLESS AGREEMENT

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LA TORTUE DIVING CENTER DAUIN hosts Activities, including but not limited to snorkeling, freediving, breath-hold diving, scuba diving, technical diving, dive instruction, aquatic life interactions, land and underwater exploration, travel (in air, on land and over water), boating, fishing, lodging, food, beverages and all related activities (herein referred to as "Activities"). These Activities are inherently dangerous and may result in property loss, illness, injury, and death. In consideration of being allowed to participate in the Activities, I HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS ASSUMPTION OF RISK, LIABILITY RELEASE & HOLD HARMLESS AGREEMENT (herein referred to as "Agreement").

Agreement Parties: I, on behalf of MYSELF, MY FAMILY, HEIRS, ASSIGNS, REPRESENTATIVES & ALL WHO MAY HAVE A CLAIM ON MY BEHALF (hereafter referred to as "me", "my", "I" or "Participant"), voluntarily enter into this Agreement with the aforementioned host, including but not limited to their owners, officers, directors, sponsors, agents, insurers, employees, captains, crewmembers, dive professionals, volunteers, boats (whether owned, operated, leased, or chartered), and all other persons and businesses associated with the Activities, whether specifically named or not (hereafter referred to as "Released Parties").

Participant's Responsibilities & Assumption of Risks: I understand there are inherent risks of property loss, illness, injury, and death associated with the Activities. I will follow safe practices, maintain awareness and use good judgment set forth in the applicable SSI Responsible Code to reduce the risks, however I know the risk of property loss, illness, injury and death cannot be eliminated. I hereby agree to be solely responsible for my health, safety, and actions. If I choose to scuba dive, I hereby affirm that I am a certified and competent diver or a student under the supervision of a certified scuba instructor. I am solely responsible to verify the function and adequacy of the equipment I use prior to each dive and to monitor my gas supply throughout my dives. I will plan and conduct all dives within my training and ability and return to the dive boat with a minimum of 500psi cylinder pressure. In the event I choose to dive without a dive partner or continue my dive in the absence of a dive partner, I understand and accept the increased risks of solo diving. I understand the Activities will expose me to inherent dangers including but not limited to: panic, drowning, decompression illness, overexpansion injuries, pressure related injuries, breathing gas toxicities, equipment failure, dangerous acts of others, infections, illnesses, allergic reactions, communicable illnesses and diseases, marine life bites and stings, dangerous environmental conditions, and risks associated with boating Activities, including but not limited to transits, boarding, departing, lodging, transfers, entering and exiting the water, that expose me to inherent dangers including but not limited to unexpected movements, slipping, tripping, falling, dangerous environmental conditions, fire, equipment failure, capsize, sinking, grounding, abandonment, collision, dangerous acts of others, being hit by a boat, hazards of the sea. **I UNDERSTAND THERE ARE RISKS OF PROPERTY LOSS, ILLNESS, INJURY AND DEATH EVEN WHEN ALL SAFETY MEASURES ARE IN PLACE AND UTILIZED. DESPITE THE RISK OF PROPERTY LOSS, ILLNESS, INJURY AND DEATH, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES AND ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER CREATED OR NOT BY THE RELEASED PARTIES.**

Participant's Condition & Emergency Awareness: I will participate in the Activities within my certification level, experience, skill and abilities. My participation in the Activities is voluntary and if I do not feel well, willing, capable and competent to participate, or if I become aware of an unsafe condition, I will take appropriate action for my safety and/or refrain from participation. I hereby affirm I am physically, medically and mentally fit to participate in the Activities. I will not hold the Released Parties responsible for any condition that results in illness, injury or death to me. I will not possess or consume illegal drugs or medications contraindicated for the Activities. I will not participate in the Activities while under the influence of alcohol or drugs (other than medications prescribed or authorized to me by a physician). I understand the Activities will be conducted at remote locations delaying emergency response, medical care and hyperbaric care. I understand that diving with compressed gases involves inherent risks, including but not limited to, over expansion injuries, decompression injuries, embolism and drowning. Diving injuries may require treatment in a hyperbaric chamber. I understand that these Activities may be conducted at a site that is remote, by time and distance, from a hyperbaric chamber and medical facilities. Despite the inherent risks, I expressly choose to proceed with the Activities in the absence of a nearby hyperbaric chamber and medical facility. **I EXPRESSLY ASSUME THESE RISKS AND HEREBY RELEASE THE RELEASED PARTIES FOR FAILURE TO RESCUE OR PROVIDE PROPER EMERGENCY RESPONSE OR MEDICAL CARE. I AUTHORIZE THE RELEASED PARTIES TO PROVIDE FIRST AID AND MEDICAL CARE TO ME IF I BECOME ILL OR INJURED. I AGREE TO BE SOLELY RESPONSIBLE FOR AND PAY ALL EXPENSES ASSOCIATED WITH ANY EMERGENCY RESPONSE AND MEDICAL CARE PROVIDED TO ME, INCLUDING BUT NOT LIMITED TO EMERGENCY OXYGEN, FIRST AID SUPPLIES, EMERGENCY RESPONSE, TRANSPORTATION, FOOD, LODGING, SPECIAL NEEDS, HYPERBARIC TREATMENT AND/OR MEDICAL CARE PROVIDED BY THE RELEASED PARTIES. I UNDERSTAND THE IMPORTANCE OF, AND MY RESPONSIBILITY TO HAVE, PERSONAL INSURANCE THAT SPECIFICALLY COVERS DIVE AND TRAVEL RELATED EMERGENCIES AND MEDICAL CARE.**

Release of Liability: In consideration of being allowed to participate in the Activities, I HEREBY AGREE TO FOREVER RELEASE THE RELEASED PARTIES FROM ALL LIABILITY ARISING AS A RESULT OF MY PROPERTY LOSS OR DAMAGE, ILLNESS, INJURY AND OR DEATH DUE TO ANY ACT OR FAILURE TO ACT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANYONE, INCLUDING NEGLIGENCE BY THE RELEASED PARTIES. **I SHALL NOT HOLD THE RELEASED PARTIES RESPONSIBLE OR LIABLE FOR DEFECTIVE PRODUCTS OR THE ACTS OF THIRD PARTIES, VENDORS, SUPPLIERS OR CONTRACTORS. I UNDERSTAND THIS IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW.**



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Hold Harmless & Indemnification: I AGREE TO HOLD HARMLESS & INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS, CAUSES OF ACTION OR LAWSUITS ARISING FROM MY PARTICIPATION IN THE ACTIVITIES. I HEREBY OBLIGATE MYSELF, AND MY FAMILY OR MY ESTATE, IF I AM DECEASED, TO BE FULLY RESPONSIBLE TO PAY ALL COSTS ASSOCIATED WITH ANY CLAIMS, CAUSES OF ACTION, LAWSUITS OR JUDGMENTS AGAINST THE RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES. COSTS INCLUDING DEFENDING AND PAY ALL JUDGMENTS, COURT COSTS, DAMAGES, INVESTIGATION COSTS, ATTORNEY FEES AT ALL LEVELS, INCLUDING PRE-LAWSUIT, TRIAL, MEDIATION, ARBITRATION, APPEAL, AND ALL OTHER EXPENSES INCURRED BY THE RELEASED PARTIES THAT RELATE TO ENFORCEMENT OF THIS AGREEMENT.

I understand and agree the SSI licenses training centers, professionals and their affiliates to use various SSI trademarks and to conduct SSI approved training, but they are not agents, employees or franchisees of SSI, its parent, subsidiary, or affiliated corporations. I further understand SSI training centers, SSI professionals, and their affiliates' businesses are independent, and are neither owned, operated, or controlled by SSI, and that while SSI establishes standards and materials for SSI training, it is not responsible for, nor does it have the right to control, the operation of the business activities or the day-to-day training and or supervision of Participants by SSI training centers, SSI professionals, their affiliated businesses, and/or their associated staff. I further understand and agree on behalf of myself, that in the event of injury, illness or death during the Activities, I shall not hold SSI liable for the actions, inactions or negligence of the SSI training center, SSI professionals and other affiliated businesses or personnel associated with my participation in the Activities.

Legal Contract, Governing Law & Severability: I understand this Agreement is a contract giving up My legal rights. This Agreement shall be in full legal force from the time I sign it, through the duration of all Activities, and into the future until all claims and legal action against the Released Parties arising as a result of my participation in the Activities are fully resolved. I agree that any legal action arising as a result of my participation in the Activities shall be governed by the Laws of the State in which the Host is located, and that State shall be the exclusive jurisdiction and venue of any legal action. If any portion of this Agreement is found to be unenforceable or invalid, then that portion shall be severed, and the remainder shall continue in full legal force. I agree that any photocopy, fax copy, or electronic completion/signature/confirmation of this Agreement shall have full legal force as if it were an original document signed by me. **I VOLUNTARILY AND FREELY ENTER INTO THIS CONTRACT BASED EXCLUSIVELY ON THE PREPRINTED TERMS OF THIS AGREEMENT WITHOUT MODIFICATION AND WITHOUT RELYING ON ANY OTHER REPRESENTATIONS OR ASSURANCES.**

I HAVE FULLY READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP LEGAL RIGHTS FOR MYSELF AND ALL OTHERS WHO MAY HAVE A CLAIM ON MY OR THEIR BEHALF AGAINST THE RELEASED PARTIES AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

Participant's Name (Print)	Participant's Name (Signature)	Date of Birth	Date
Address	City / State / Zip	Cell	Email
Emergency Contact	Relationship	Cell	Email

Certified Divers Complete This Section

Highest Certification Level	Agency	Cert. Number	Total Dives	Date of Last Dive	[YES] [NO]	Ins. Provider
					Dive Accident Insurance?	

Students in Training Complete This Section

Your Instructor's Name	LA TORTUE DIVING CENTER DAUIN	Name of Course
	Your Instructor's Certifying Agency	



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PARENTAL CONSENT – YOUTH ADDENDUM

ALL PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE A PARENT'S SIGNATURE AGREEING THAT THE PARTICIPANT AND PARENTS OF THE PARTICIPANT ARE LEGALLY BOUND BY THIS AGREEMENT.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITIES WHICH CANNOT BE COMPLETELY AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Child/Youth's Name (Print)

Child/Youth's Date of Birth

Age

Event/Trip/Activity

Parent Guardian Name (Print)

Parent Guardian Name (Signature)

Date

Relationship