

LIABILITY RELEASE, WAIVER AND ASSUMPTION OF RISK

READ THIS CAREFULLY BEFORE SIGNING

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE ARISTAKAT CHARTERS, AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, CREW, CAPTAINS, EMPLOYEES, DIVE BUDDIES, AND IT'S BOAT AND ASSIGNS WHETHER SPECIFICALLY NAMED OR NOT, (referred hereinafter to as "Released Parties") AND TO HOLD THESE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION BY ANY OF THE RELEASED PARTIES OR ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, BUT NOT LIMITED TO, ACTIVE NEGLIGENCE, PASSIVE NEGLIGENCE AND/OR GROSS NEGLIGENCE.
2. I am a certified diver or a student diver under the direct supervision of an instructor and have been taught and understand scuba diving has inherent risks and dangers associated therewith including but not limited to, risks associated with equipment failure, perils of the sea, act of fellow divers and I SPECIFICALLY ASSUME SUCH RISKS.
3. I have been diving within the past year or have participated in a refresher course.
4. I acknowledge that I am physically fit to participate in all diving activities and I agree that I will NOT hold any of the Released Parties responsible if I am injured while participating in any diving activities. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drug or medicine, which could cause and adverse reaction as a result of combining such drugs/or medication with diving activities.
5. I agree to furnish my own equipment and be responsible for its good operating condition regardless of where it was obtained. Prior to each dive I agree to check my equipment to verify its functioning property. I understand the Released Parties are not responsible for inspecting any equipment. If I obtained equipment from the Released Parties, I hereby accept the equipment "As Is". I agree to personally examine the equipment and verify it's in good working condition. I will not hold the Released Parties responsible for my failure to inspect the equipment. I understand the Released Parties accept no responsibility for any defect in equipment and do not warrant equipment that is suitable for any particular purpose. THE USE OF ALL EQUIPMENT IS AT MY OWN RISK.
6. I agree to be present and attentive to the safety briefings given by the dive leader(s) and/or Captain. I understand that I have an affirmative duty to plan and carry out my own dive(s) and to be responsible for my own safety. I agree to plan all my dives as no decompression dives with at least a 3-minute safety stop at 15 feet prior to ascending the surface. I agree to start my ascent at the end of each dive with enough air to guarantee being on the boat with at least 500 psi in my tank.
7. I agree to immediately cease and abort my dive(s) if I feel uncomfortable with my diving abilities and/or the diving conditions are worse than those for which I have been trained and for which I am uncomfortable. In the event I become distressed at the surface, I agree to immediately drop my weight belt and inflate my buoyancy compensator. I understand that if I want or need any assistance from the dive boat, dive leader, and/or Captain, I will give the proper "Diver in Trouble" signal.
8. I am aware of the dangers of holding my breath while scuba diving and of the dangers associated with rapid ascents and will not hold the Released Parties responsible for my actions.
9. I fully understand and am aware that the dive boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that the treatment will be delayed until I can be transported to a proper medical facility.
10. 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 that this is a contract. I have fully informed myself of the contents of this document. I am voluntarily signing this document and I agree to the terms and conditions herein and realize they are given in exchange for the participation in diving activities. I understand this Liability Release, Waiver and Expression Assumption of Risk shall be determined according to the laws of the State of Florida and shall be adjudicated only in Florida courts to the exclusion of any other courts.

IT IS MY EXPRESS INTENTION BY SIGNING THIS DOCUMENT TO GIVE UP MY RIGHTS TO SUE AND TO EXEMPT AND RELEASE ARISTAKAT CHARTERS AND ALL OTHER RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, THE ACTIVE NEGLIGENCE, PASSIVE NEGLIGENCE AND/OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

PRINT NAME _____

EMERGENCY CONTACT _____

STREET ADDRESS _____ EMERGENCY # _____

CITY, STREET, ZIP _____ TELEPHONE # _____

CELL PHONE # _____ EMAIL ADDRESS _____

GUARDIAN/PARENT SIGNATURE _____ BIRTH DATE _____

SIGNATURE _____ DATE _____