



DISCOVER SNORKELING/SKIN DIVING APPLICATION AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT.

(Please read carefully and fill in all blanks before signing)

Name _____ Birth Date _____

Mailing Address _____

City _____ State/Province _____

Country _____ Zip/Postal Code _____

Home Phone (_____) _____ Work Phone (_____) _____

E-mail Address _____

Hotel _____ Room # _____

Allergies _____ Medication Taken _____

IN CASE OF EMERGENCY, CONTACT INFORMATION

Name _____ Relationship _____

Home Phone (_____) _____ Work Phone (_____) _____

GEAR NEEDED

MASK/SNORKEL Y N FINS Y N

RESERVATION /CANCELLATION POLICY: All tours need to be pre-booked and prepaid. Unused portions of all prepaid dive packages (local and offshore) not taken or consumed by the customer for reasons, but not limited to either the customer's choice, before/after four daily departures, motion sickness, or activity canceled as a result of inclement weather and/or Acts of GOD, **ARE ALL NON-REFUNDABLE, AND NON-TRANSFERRABLE.**

I, (Participant Name) _____, hereby affirm that I am aware that skin diving has inherent risks which may result in serious injury or death.

_____ I hereby affirm that I thoroughly understand the hazards of snorkeling/skin diving, including those hazards occurring during boat travel to and from the snorkel site and also to and from the dive center to my hotel/resort (hereinafter collectively referred to as "Excursion"), which may result in serious injury or death. I understand that these hazards include, but are not limited to, air expansion injuries, sickness, drowning, slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat or moving around in the boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in such an Excursion, whether conducted as a recreational snorkeling/skin diving or part of a boat transfer known as the "Excursion".

_____ I understand and agree that neither AQUA SCUBA CENTER LTD., nor any of their affiliate (s) and subsidiary corporations, nor any of their respective employees, wholesalers, agents, officers, contractors, assigns or other related entities (any hotels, dive shops, etc.), nor International PADI, Inc. nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in this program, I hereby save and hold harmless said program and I personally assume all risks in connection with this program, for any harm, injury or damage that may befall me while I am a participant in this program, including all risks connected therewith, whether foreseen or unforeseen.

(Continue to other side...)

_____ In consideration of being allowed to participate in this program, I hereby personally assume all risks of this program whether foreseen or unforeseen, that may befall me while I am participating in this program.

_____ I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program.

_____ I understand that snorkeling and skin diving are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

_____ I understand that past or present medical conditions may be contraindicative to my participation in the program. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have a history of seizures, dizziness or fainting, nor a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

_____ I further state that 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 the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

_____ I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

_____ I further state that I have read and do understand the cancellation policy provided above in this instrument.

_____ I understand that I shall not remove any marine life from Belize waters.

IT IS THE INTENTION OF (Participant Name) _____
BY THIS INSTRUMENT TO EXEMPT AND RELEASE AQUA SCUBA CENTER LTD., AND ANY OF THEIR AFFILIATE (S) AND SUBSIDIARY CORPORATIONS, AND ANY OF THEIR RESPECTIVE EMPLOYEES, WHOLESALERS, AGENTS, OFFICERS, CONTRACTORS, ASSIGNS AND OTHER RELATED ENTITIES (ANY HOTELS, DIVE SHOPS, ETC.), AND INTERNATIONAL PADI, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS DOCUMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)