



101 – 2270 Cliffe Avenue  
Courtenay, BC  
V9N 2L4  
(250)338-6829  
Fax 338-2473  
travel@scubashark.com

## INTERNATIONAL DIVE TRAVEL VOLUNTARY RELEASE, WAIVER and ASSUMPTION OF RISK

**Please read carefully. Initial at each paragraph acknowledging that you understand, agree to and will comply with the mandates set forth within each paragraph. Be sure to fill in all blanks before signing. Signing this contract confirms your understanding of and compliance to every aspect of this contract in part and in whole – without any exception. This contract is two pages and may have addendum attached.**

\_\_\_\_\_ I hereby affirm that I am a certified SCUBA diver or a student diver under the control and supervision of a certified and insured SCUBA instructor, and that I thoroughly understand the hazards of SCUBA diving, or will be participating as a non diver. I further acknowledge and understand the hazards associated with travel which I will experience on this trip including, but not limited to Airplane, Boat and Road Vehicle. I understand that these hazards include but are not limited to, air expansion injuries, drowning, decompression sickness, hyperoxia, hypoxia, hypercapnia, slipping or falling while on board, being cut or struck by the boat while in the water, injuries occurring while boarding or disembarking vessels, as well as associated international travel by boat, airplane and/or roadway. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such an outing and dives, whether conducted as a recreational (sport or technical) dive, exploratory, commercial or training dive as well as the necessary travel required to reach each destination.

\_\_\_\_\_ I understand and agree that Pacific Pro Dive Ltd, the facility through which I book my travel, the vessel(s), her crew or owner(s) nor the owners, officers, employees, instructors, agents or assigns of the above listed individuals and/or entities (hereinafter "Released Parties) may be held liable or responsible in any way for any occurrences on this outing which may result in personal injury, property damage or loss, wrongful death or other damage or loss to me or my family, heirs or assigns that may occur as a result of my participation on this trip and/or SCUBA dive(s) or as a result of the negligence of any party, including Released Parties, whether passive or active.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or have obtained the written consent of my parent or guardian.

\_\_\_\_\_ I agree to follow and dive within the prescribed parameters of the charter, expedition or training program which includes diving within the limits of my completed certification and experience AND adhering to any additional restrictions imposed to me by the Team Leader, Charter Divemasters and/or Boat Crew. I understand and accept that failure to do so will result in the immediate termination of any further activities and privileges associated with charter, expedition, training program for the duration of the trip, expedition, training program and any future travel, expeditions and training programs. I understand that it may also result in my premature debarkation at any unscheduled port and that I accept that I alone will be responsible for any additional subsequent travel costs and arrangements.

\_\_\_\_\_ Use of or possession of any illicit drugs is strictly prohibited (except prescription medications cleared by a physician familiar with diving physiology) and will likely result in arrest, imprisonment, injury or death should a diving activity occur. If I have a history of use with drugs, barbiturates or other forms of narcotics, I agree to bring the issue to the attention of the group leader in advance of engaging in this International Travel. I understand and accept that failure to do so will result in the immediate termination of any further diving activities and privileges associated with charter, expedition, training program for the duration of the charter, expedition, training program and any future charters, expeditions and training programs. I understand that it may also result in my premature debarkation at any unscheduled port and that I accept that I alone will be responsible for any additional subsequent travel costs and arrangements.





101 – 2270 Cliffe Avenue  
 Courtenay, BC  
 V9N 2L4  
 (250)338-6829  
 Fax 338-2473  
 travel@scubashark.com

\_\_\_\_\_ I understand and agree that the Released Parties are not responsible for the loss of or damage to any diving equipment, personal belongings or cameras while involved with this charter, expedition or training program. Weather, sea state and other forces of nature are always inherent factors and can lead to the loss or damage of the above listed items. Understand that neither the charter vessels insurance nor insurance carried by Released Parties will cover damage or loss of personal or rented belongings.

\_\_\_\_\_ I understand that a valid passport is required for travel to and entry/exit in foreign countries. I further understand that passports which are due to expire within 6 months of my planned departure from a country should be renewed in advance of travel otherwise I may be denied entry. Should I be denied entry into a country for this or any other reason that the Released Parties may not be held liable or responsible in anyway for resulting damage or losses.

\_\_\_\_\_ Divers Alert Network Preferred Plan Diving Insurance (or equivalent) is a requirement of all International Dive Travel Programs. I understand and agree that the Released Parties are not liable or responsible for any medical and/or evacuation costs which may arise out of my participation in this trip.

\_\_\_\_\_ I have been made aware and agree that all fees, deposits and taxes paid are 100% non refundable for any reason. Name and itinerary changes are not permitted and forfeiture of all fees paid will result in the event of itinerary changes, name changes or trip cancellation. For this reason it is highly recommended that you purchase a suitable Travel Cancellation Insurance Policy. A 4% merchant fee will be added to all payments made by credit card.

I, \_\_\_\_\_, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE ALL OF THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSSES OR WRONGFUL DEATH HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES WHETHER PASSIVE OR ACTIVE.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND ALL ITEMS AND ARTICLES WITHIN THIS CONTRACT, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS EXPEDITION, BOAT TRAVEL AND/OR SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM PERSONAL INJURY, PROPERTY DAMAGE, LOSSES OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY.

\_\_\_\_\_ print name

\_\_\_\_\_ mailing address

\_\_\_\_\_ city

\_\_\_\_\_ prov/state

\_\_\_\_\_ p code

\_\_\_\_\_ country

\_\_\_\_\_ telephone

\_\_\_\_\_ email

\_\_\_\_\_ certification level

\_\_\_\_\_ certifying agency

\_\_\_\_\_ signature

\_\_\_\_\_ date

\_\_\_\_\_ Emergency Contact Name

\_\_\_\_\_ Emergency Contact Phone

