

WALKER'S DIVER CHARTERS, INC.

COMPLETE LIABILITY RELEASE

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

CERTIFICATION AGENCY \_\_\_\_\_ CERTIFICATION LEVEL \_\_\_\_\_ DAN MEMBER  YES  NO

EMERGENCY CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE WALKER'S DIVE CHARTERS, INC., ITS CAPTAINS, CREW, EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART.
2. I am a good swimmer and in good health. I affirm that I am aware that boating, snorkeling, free diving and scuba diving can be hazardous activities which may result in serious personal injury and death.
3. I am aware that the sole responsibility of WALKER'S DIVE CHARTERS, INC., is to transport me to and from locations selected by them at their discretion and that they are not responsible for my safety while I am on the boat, off the boat or in the water.
4. If I am scuba diving:
  - A) 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 herewith including, but not limited to, risks associated therewith equipment failure, perils of the sea, acts of fellow divers and I specifically assume such risks.
  - B) I acknowledge that I am physically fit to scuba dive and snorkel and I will not hold any of the above named responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while or as a result of diving and or snorkeling.
  - C) I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs, alcoholic beverages or medication that would contraindicate diving.
  - D) Prior to leaving the dock, I will inspect all equipment to be used. I will notify WALKER'S DIVE CHARTERS, INC., if any equipment is not functioning properly.
  - E) I will be present at and attentive to the safety briefing given by the captain or crew and if there is anything that I do not understand or have been taught differently, I will notify the captain or crew immediately.
  - F) I understand I have a duty to plan and carry out my dive and to be responsible for my own safety and the safety of my buddy. I will remain with my buddy at all times.
  - G) I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500 PSI remaining in my tank.
  - H) I will immediately stop my dive if I feel uncomfortable with my diving abilities and / or the diving conditions are worse than those for which I have been trained or for which I have experience.
  - I) I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents.
  - J) If I become distressed on the surface, I will immediately drop my weight belt and inflate my B.C. for permanent flotation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal.
  - k) I fully understand and am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.
5. **I acknowledge this diving charter is not for the sole purpose of taking, attempting to take or possessing any marine life. I understand each diver is responsible for obtaining any individual licenses which may be required for such activity.**
6. It is my intention by this instrument to give up my right to sue and it is also my intention to exempt and relieve Walker's Dive Charters, Inc., its captains, crew, employees, officers and agents from any and all liability for personal injury, property damage or wrongful death caused by negligence and I assume all risk in connection with the ride on the boat, swimming, snorkeling and / or scuba diving activities.
7. I HAVE READ THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREINABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVES.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
IF UNDER 18 YRS. OF AGE PARENT OR GUARDIAN SIGNATURE