

HMS MINNOW CHARTERS COMPLETE LIABILITY RELEASE

1. I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT, RELEASE, AND HOLD HARMLESS HMS MINNOW CHARTERS, INC., ITS EMPLOYEES, ITS AGENTS, AND ITS BOATS (WHETHER OWNED, LEASED OR CHARTERED) FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH DURING OR AS A RESULT OF THIS DIVE TRIP (OR ANY ADDITIONAL DIVE TRIPS WITHIN THE NEXT FOURTEEN DAYS) WHEATHER DUE TO NEGLIGENCE OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART.
2. I am a certified diver or a student diver under the direct supervision of an instructor. I have been taught and understand that scuba diving has inherent risks and dangers associated therewith, including but not limited to risks associated with equipment failure, perils of the sea, and acts of fellow divers. I SPECIFICALLY ASSUME SUCH RISKS.
3. I have been diving whitin the past year or am currently participating in (or have recently completed) a refresher course.
4. I acknowledge that I am physically fit to scuba dive and snorkel. I will not hold any of the above named persons or entities responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while diving and/or snorkeling.
5. I do not have in my possession any illegal drugs. I am not taking, nor have I recently consumed any drugs or medication that would contraindicate diving. I am not under the influence of alcohol nor am I hung over.
6. Prior to leaving the dock, I will inspect all equipment to be used. I will notify the boat captain if any of my equipment is not functioning properly. I will not hold HMS Minnow Charters, or any of its employees, agents, or boats responsible for my failure to inspect my equipment prior to diving.
7. I will be present at and attentive to the safety briefing given by the divemaster and/or boat captain. If there is anything that I do not understand or have been taught differently, I will notify the boat captain immediately.
8. I understand that I have a duty to plan and carry out my own dive and to be responsible for my own safety and the safety of my dive buddy. I WILL REMAIN WITH MY DIVE BUDDY AT ALL TIMES.
9. I will start my ascent at the end of each dive with enough air to guarantee being back aboard the boat with a minimum of 500 PSI remaining in my tank.
10. I will immediately return to the boat and stop my dive if: (1) I feel uncomfortable with my diving abilities; and/or (2) Diving conditions are worse than those for which I have been trained or for which I have experience.
11. I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents and will not hold the above named persons or entities responsible for such acts.
12. If I become distressed on the surface, I will immediately drop my weight belt and inflate my B.C. for permanent flotation assistance. If I want or need assistance from the boat, I will give the proper "diver in trouble" signal.
13. I fully understand and am aware that the dive boat has limited medical facilities. I understand 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.
14. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE. I SPECIFCALLY EXEMPT AND RELIEVE HMS MINNOW CHARTERS, ITS EMPLOYEES, ITS AGENTS, AND ITS BOATS (WHEATHER OWNED, OPERATED, LEASED OR CHARTERED) FROM ANY RESPONSIBILITY FOR SUCH INJURY, PROPERTY DAMAGE, OR DEATH AND WILL HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR SAME. I HEREBY ASSUME ALL RISK IN CONNECTION WITH SNORKELING AND SCUBA DIVING ACTIVITIES WITH HMS MINNOW CHARTERS.
15. IT IS MY INTENTION THAT THIS RELEASE SHALL APPLY TO TODAY'S DIVE TRIP AS WELL AS ANY ADDITIONAL TRIPS I MAY TAKE WITH HMS MINNOW CHARTERS WITHIN THE NEXT FOURTEEN DAYS.
16. I HAVE READ THE FOREGOING IN ITS ENTIRETY AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN ON BEHALF OF MYSELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVES.

Today's Date: _____ Signature: _____

Certification # _____ Print Name: _____

Certifying Agency: _____ Permanent Address: _____

Local Accommodations: _____ City, State & Zip: _____

_____ Telephone # _____

Signature of Parent or Guardian: _____ Printed Name of Parent or Guardian: _____

(Required if diver is under 18 years of age)