

DIVING ACTIVITY RELEASE & WAIVER



Name _____ Date of Birth _____

Home Address _____ City _____ State _____ Zip _____

E-mail _____

Certification Information: Agency _____ Certification# _____ Date of Certification _____

General Information: Occupation _____

Emergency Contact (Name, Address & Telephone) _____

PLEASE READ CAREFULLY AND ANSWER THE FOLLOWING QUESTIONS:

- 1) Approximately how many dives have you logged previously? _____
- 2) Approximately how recent was your last open water dive? (provide date) _____

MEDICAL HISTORY

To the participant: The following information is intended for use in an emergency in the event you are unable or unwilling to respond. You are solely responsible for determining your medical and physical fitness to dive or engage in Diving Activities (as hereinafter defined).

If you have any questions concerning your medical or physical fitness, please consult your personal physician. Please check any of the following items that apply to your

- I am currently suffering from cold or congestion
- I am currently taking medication(s)
- I have a history of high blood pressure
- I have hay fever or other allergies
- I have a history of sinus problems
- I have a nervous system disorder
- I have had a head or back injury
- I am diabetic
- I am not now suffering from, nor have I ever suffered from, any mental and/or physical disease, illness or disability which would render me unfit for scuba diving, scuba diving instruction, snorkeling, water-skiing, horseback riding, canopy ride, kayaking, trampoline, pool or other activities offered by Anthony's Key Resort.

I hereby certify that the foregoing is true and correct. Signature _____ Date _____

RELEASE OF LIABILITY

I, the undersigned, hereby affirm that I am a certified diver and am cognizant of all the inherent dangers and risks of skin and scuba diving, and of the basic safety rules for water and under-water activities.

I fully understand and agree in consideration of my being permitted to engage in scuba diving, dive boat use, equipment use, snorkeling, dolphin encounters, diving with dolphins, other water sports activities, kayaking, horseback riding, canopy ride, trampoline, pool or any other activity relating to a dive vacation (hereinafter "diving activities"), all such diving activities are at my own risk and I hereby freely and voluntarily release, discharge, waive and relinquish any and all claims or causes of action arising from or in connection with any diving activities including, without limitation, those for or relating to personal injury, illness, property damage or wrongful death occurring to me and/or arising against Anthony's Key Resort, or any officers, agents, servants or employees of Anthony's Key Resort or any affiliated corporation or subsidiary (hereinafter collectively referred to as "AKR") as a result of my engaging in diving activities, whenever and however such injuries, damages or death may occur and for whatever period of time said diving activities may continue, and I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any actions or causes of action which may hereafter arise for me or my estate against AKR, and I agree that under no circumstances will I or my heirs, executors, administrators and assigns prosecute or present any claim for personal injury, illness, property damage or wrongful death against AKR, as a result of the negligence of AKR or otherwise.

I fully understand the hazards and dangers incidental to engaging in the diving activities and I hereby assume all such risks and dangers attendant to those activities, including, without limitation, any negligence of AKR.

I agree to furnish my own equipment and be responsible for its good operating condition regardless of where I obtain it. I agree further that prior to each dive I will check my own equipment and my buddy's equipment to ensure proper function, completeness and familiarity and do not expect my equipment to be inspected by anyone else.

If I obtain any equipment from AKR, I hereby accept the equipment in the condition as is. I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. AKR accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of any equipment is at my own risk. I agree that I shall return the same in good order and working condition and shall be financially liable for any deviations therefrom.

I understand that there is a recompression chamber located at AKR. I will contribute a \$12.00 insurance fee which will cover recompression chamber treatment for any diving activities injury or possible injury which may occur to me.

Recompression Insurance: Accepted Declined

City _____ State _____ Zip _____

- I have had decompression sickness (Bends) or another diving accident
- I have a history of seizures, dizziness, fainting or blackouts
- I have a history of respiratory problems or disease
- I am under the care of a physician or have a chronic illness
- I have had surgery or a penetrating injury to my chest
- I have had asthma, emphysema or tuberculosis
- I have had collapsed lung (pneumothorax)
- I am not pregnant

In the event that evacuation and/or further medical treatment is necessary, I agree that all expenses related to evacuation and/or further medical treatment shall be my responsibility should it be deemed necessary by myself or AKR.

BY SIGNING THIS AGREEMENT, I RELEASE AKR FROM ANY CLAIM OR CAUSE OF ACTION I, OR MY ESTATE, MAY HAVE FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR WRONGFUL DEATH ARISING FROM DIVING ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF SAID PARTIES OR OTHERWISE. I AGREE TO HOLD HARMLESS AKR FOR ANY CLAIMS FOR AND/OR INJURY OR DEATH WHICH MAY OCCUR TO ME DURING OR AS A RESULT OF ANY DIVING ACTIVITIES.

JURISDICTION

I have read, fully understand and agree to the printed conditions of this Release and Waiver and hereby waive for myself, my heirs, executors, administrators and assigns, any claims and demands or causes of action of any nature whatsoever against AKR, arising hereunder. This agreement shall be determined according to the laws of Honduras and shall be adjudicated in the courts of Honduras to the exclusion of any other courts.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AM QUALIFIED IN LAW AND EQUITY TO SIGN IT AND I INTEND AND AGREE TO BE BOUND BY IT.

I hereby declare I am of legal age and am competent to sign this waiver and release agreement or that my parent or guardian will sign this document on my behalf if I am a minor.

Participant _____ Please Print

Signature _____

Signature of Parent or Guardian (where release pertains to a minor): _____

Room Number _____ Date _____

Witness _____