

DIVE IN ADVENTURES LIABILITY RELEASE AND WAIVER FORM

*****Please Read Carefully Before Signing*****

Initials Below

_____ I UNDERSTAND THE PURPOSE OF THIS DOCUMENT IS TO EXEMPT AND RELEASE DREAMTIME DIVING LLC., HONTO LLC., JONATHAN GAZA, KRISTINE GAZA, DIVE IN ADVENTURES, THEIR OWNERS, EMPLOYEES, CREW, STAFF, DESIGNEES, AGENTS, SPONSORS, VOLUNTEERS, AND ADVERTISERS; AS WELL AS ALL INVOLVED DIVE BOATS, WETHER OWNED, OPERATED, LEASED, OR CHARTERED AND TO HOLD THESE ENTITIES AND INDIVIDUALS (THE "RELEASED PARTIES") HARMLESS FROM ANY AND ALL LIABILITES ARISING AS A RESULT OF ANY ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO, ACTIVE AND/OR PASSIVE NEGLIGENCE OR NEGLIGENCE OF ANY TYPE.

_____ I understand that scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to risks associated with equipment failure, perils of the sea, as well as acts of fellow divers, which could result in my serious injury or death. BY WAY OF MY SIGNATURE, I EXPRESSLY ASSUME ALL RISKS OF SCUBA DIVING, SNORKELLING AND/OR SWIMMING, AND ALL ASSOCIATED RISKS, WHETHER THESE RISKS ARE SPECIFICALLY SET FORTH OR NOT. IT IS MY INTENTION TO RELEASE THE "RELEASED PARTIES" FOR ANYTHING THAT MIGHT HAPPEN TO ME, WHICH RESULTS IN PERSONAL INJURY OR DEATH.

_____ By my signature on this release, I assert that I am physically fit to participate in the activity of scuba diving, snorkelling and/or swimming; and I agree by way of my signature that I will not hold any of the released parties or above named individuals, persons, or entities responsible if I am injured as a result of any medical conditions while scuba diving, snorkelling and/or swimming. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medications which could cause an adverse reaction as a result of combining such drugs and/or medications with scuba diving, snorkelling and/or swimming.

_____ Prior to diving, I will inspect any and all equipment to be used to make sure that it is in good operating condition; and will inform an appropriate staff member if there are any problems or concerns before using such equipment. I will not hold the "released parties" or anyone else responsible for my own failure to properly inspect my equipment prior to scuba diving or for any equipment failure that may occur.

_____ I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while scuba diving on compressed air. I fully agree not to hold the "released parties" responsible for any such injuries sustained by me.

[-Please Read Back Side of This Page-](#)

BY WAY OF MY SIGNATURE ON THIS DOCUMENT, IT IS MY EXPRESS INTENTION TO GIVE UP MY RIGHTS TO SUE ALL INDIVIDUALS, ENTITIES, VESSELS REFERRED TO HEREIN, THE "RELEASED PARTIES", WHETHER SPECIFICALLY NAMED OR NOT, FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OF OMISSION INCLUDING, BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE. I FULLY AGREE TO INDEMNIFY AND HOLD THE "RELEASED PARTIES" HARMLESS FROM ANY AND ALL PERSONAL INJURY OF ANY SORT, INCLUDING WRONGFUL DEATH, ON BEHALF OF MYSELF, MY HEIRS AND ASSIGNS, AND I EXPRESSLY ASSUME ALL RISKS IN CONNECTION WITH SCUBA DIVING, SNORKELLING AND/OR SWIMMING.

BY WAY OF MY VOLUNTARY SIGNATURE, I AGREE THAT I HAVE READ FULLY AND UNDERSTAND THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT THIS DOCUMENT IS A LEGAL BINDING CONTRACT NOT TO SUE.

NAME (print) _____

STREET ADDRESS _____

CITY _____ STATE _____

ZIP _____

CERTIFICATION AGENCY _____

CERTIFICATION NUMBER _____

CERTIFICATION DATE _____ NUMBER OF DIVES _____

DATE OF LAST DIVE _____

LOCATION OF LAST DIVE _____

SIGNATURE _____

SIGNATURE OF PARENT OR GUARDIAN IF UNDER 18 YEARS OLD

TODAY'S DATE _____ YOUR AGE _____

TELEPHONE (_____) _____

EMAIL ADDRESS _____