

**LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK, EQUIPMENT RENTAL AGREEMENT #10087, Ver 5.01**

THIS AGREEMENT is entered into between Jamaica Scuba Divers Ltd. / FDR Hotel & N Resort and \_\_\_\_\_, for the rental of \_\_\_\_\_ (Rentor)

scuba and/or skin diving equipment. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of skin and/or scuba diving, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

I understand and agree that Jamaica Scuba Divers, FDR Hotel and N Resort and its employees, owners, officers, contractor, assigns or agents (hereinafter referred to as "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I hereby acknowledge receipt of the equipment designated in this form, and, if any of this equipment is to be used for scuba diving I affirm I am a certified scuba diver or student diver in a scuba diving course/program under the supervision of a certified scuba instructor.

I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I affirm that it is my responsibility to check both the quality and quantity of gas in any scuba tanks. I acknowledge that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I understand that skin diving and scuba diving are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I agree to reimburse the Dive Center/Resort for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, and beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I have fully informed myself and my heirs of the contents of this Non-Agency Disclosure and Acknowledgement Agreement and Liability Release and Assumption of Risk Agreement by reading it before I signing below on behalf of myself an my heirs.

Participant Signature

Date (day/month/year)

Signature of Parent or Guardian (where applicable)

Date (Day/ Month/ Year)

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**THE PADI SCUBA DIVER STATEMENT #10062 Ver 1.02**

The PADI Scuba Diver rating allows you to gain experience under direct professional supervision. This agreement defines the limitations of your pre-entry level certification and describes the diving practices necessary for your comfort and safety. I, \_\_\_\_\_ understand that as a PADI Scuba Diver.

(Print Name)

I should:

1. Dive under the direct inwater supervision of a PADI Divemaster, Assistant Instructor or Instructor. Listen carefully to dive briefings and respect the advice of those supervising my dive activities. Adhere to the buddy system on every dive.
2. Dive in conditions better than or similar to those in which I was trained. This includes limiting maximum dive depth to 12 metres/40 feet, or receiving additional instruction before diving deeper.
3. Maintain a reasonable fitness level for diving and dive within personal limitations. Avoid overexertion while diving and not dive under the influence of alcohol or drugs.
4. Obtain air fills and dive equipment only from a reputable source, such as a PADI Dive Center or Resort, to avoid contaminated air. Check that the cylinder used is not marked for enriched air (nitrox).
5. Maintain proper buoyancy while diving. Adjust weight for neutral buoyancy at the surface with no air in the BCD and take into account buoyancy changes due to air use during the dive. Establish positive buoyancy by ditching the weight belt and/or inflating the BCD when in distress on the surface.
6. Continue dive education to ensure appropriate training and experience before exceeding the limits of the PADI Scuba Diver rating. Review skills under supervision in a controlled environment after periods of diving inactivity.
7. Breathe properly for diving. Never breath hold or skip breathe when using compressed air.
8. Ascend at a rate of 18 metres/60 feet per minute or slower from every dive and make a safety stop at the end of every dive.

9. Use complete, properly fitting, well-maintained and familiar scuba equipment. Consult a dive professional for advice about and orientation to any unfamiliar equipment.

10. Know and obey local laws and regulations relevant to recreational diving.

11. Understand that I may upgrade to Open Water Diver to dive without professional supervision anytime after my PADI Scuba Diver certification date.

12. Understand that deviating from safe diving practices will increase the risk of decompression illness, other injury or death and recognize that for safety and well being PADI Scuba Divers should abide by these recommendations and seek additional information or advice before diving in unfamiliar situations.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well being, and that failure to adhere to them can place me in jeopardy when diving.

Participant's Signature

Date (Day/ Month/ Year)

Signature of Parent or Guardian (where applicable)

Date (Day/ Month/ Year)

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**BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK Please read carefully and fill in all blanks before signing. (#10077 Rev 12/12, ver 5.01)**

I, \_\_\_\_\_, hereby affirm that I am a \_\_\_\_\_ (passenger/diver)

certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion"). I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, and other perils of the sea; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class.

I understand and agree that neither the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Release Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, it will be my responsibility to plan my dive allowing for my diving experience and limitations, and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, and follow the instructions and dive briefing of the dive professional(s)/vessel crew. I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement if found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries may have to sue the Release Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT,

(passenger/diver)

AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Passenger/Diver Signature

Date (Day/ Month/ Year)

Signature of Parent or Guardian (where applicable)

Date (Day/ Month/ Year)

# Jamaica Scuba Divers Ltd.

## SCUBA DIVER Information Form (Rev 12 02/14)

**Departure Date :** \_\_\_\_\_ (date you fly)  
**Name** \_\_\_\_\_  
**Mailing Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Postal/Zip** \_\_\_\_\_  
**Country** \_\_\_\_\_ **Phone** (\_\_\_\_\_) \_\_\_\_\_  
**Birthdate: DD** \_\_\_\_\_ **MM** \_\_\_\_\_ **YY** \_\_\_\_\_  
**Room Number** \_\_\_\_\_ **Email** \_\_\_\_\_  
**Organization:** \_\_\_\_\_ **Certification Level:** \_\_\_\_\_

IN CASE OF EMERGENCY, CONTACT: Diver Accident Insurance: NO  YES   
**Name** \_\_\_\_\_ **Phone:**(\_\_\_\_\_) \_\_\_\_\_

### NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT

10334 Ver. 1.0

I understand and agree that PADI Members (“Members”), including Jamaica Scuba Divers & Franklyn D. Resort and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc. or its parent, subsidiary and affiliated corporations (“PADI”). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members’ business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of Jamaica Scuba Divers & Franklyn D. Resort and/or the instructors and divemasters associated with the activity.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant’s Signature Date (Day/ Month/ Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable) Date (Day/ Month/ Year)

### CERTIFIED DIVER EXPERIENCE PROGRAMS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

#10074 Ver 4.03

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby declare

Participant Name

that I am a certified diver, trained in safe diving practices, and affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the open water diving trips which are necessary for this experience may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such experience dive(s) in spite of the possible absence of a recompression chamber in proximity to the dive site.

I understand and agree that neither the dive professionals, the facility through which this experience is offered, JAMAICA SCUBA DIVERS, Franklyn D. Resort, N Resort, nor PADI Americas Inc. nor its affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this experience or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in the experience dive(s), I hereby personally assume all risks of this experience, whether foreseen or unforeseen, that may befall me while I am a participant in this experience.

I further release, exempt and hold harmless said experience and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this experience, including both claims arising during the experience or after I complete the experience.

I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this experience, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindicative to my participation in this experience. I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory to diving. If I am taking medication, I declare that I have seen a physician and have approval to dive while under the influence of the medication/drugs.

I will inspect all of my equipment prior to this experience and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby

agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT

Participant Name

AGREE TO EXEMPT AND RELEASE THE DIVE PROFESSIONALS, THE FACILITY THROUGH WHICH THIS EXPERIENCE IS OFFERED, JAMAICA SCUBA DIVERS, FDR HOTEL, N RESORT AND PADI AMERICAS, INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Signature of Diver Date

\_\_\_\_\_  
Signature of Parent or Guardian (Where Applicable) Date

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### STANDARD SAFE DIVING PRACTICES.....

#### STATEMENT OF UNDERSTANDING (#10060 ver 2.0)

This is a statement in which you are informed of the established safe diving practices for skin and scuba diving. These practices have been compiled for your review and acknowledgement and are intended to increase your comfort and safety in diving. Your signature on this statement is required as proof that you are aware of these safe diving practices. Read and discuss the statement prior to signing it. If you are a minor, this form must also be signed by a parent or guardian.

I, \_\_\_\_\_, understand that as a  
(Print Name)

diver, I should:

1. Maintain good mental and physical fitness for diving. Avoid being under the influence of alcohol or dangerous drugs when diving. Keep proficient in diving skills, striving to increase them through continuing education and reviewing them in controlled conditions after a period of diving inactivity, and refer to my course materials to stay current and refresh myself on important information.
2. Be familiar with my dive sites. If not, obtain a formal diving orientation from a knowledgeable, local source. If diving conditions are worse than those in which I am experienced, postpone diving or select an alternate site with better conditions. Engage only in diving activities consistent with my training and experience. Do not engage in cave or technical diving unless specifically trained to do so.
3. Use complete, well-maintained, reliable equipment with which I am familiar; and inspect it for correct fit and function prior to each dive. Have a buoyancy control device, low-pressure buoyancy control inflation system, submersible pressure gauge and alternate air source and dive planning/monitoring device (dive computer, RDP/dive tables—whichever you are trained to use) when scuba diving. Deny use of my equipment to uncertified divers.
4. Listen carefully to dive briefings and directions and respect the advice of those supervising my diving activities. Recognize that additional training is recommended for participation in specialty diving activities, in other geographic areas and after periods of inactivity that exceed six months.
5. Adhere to the buddy system throughout every dive. Plan dives – including communications, procedures for reuniting in case of separation and emergency procedures – with my buddy.
6. Be proficient in dive planning (dive computer or dive table use). Make all dives no decompression dives and allow a margin of safety. Have a means to monitor depth and time underwater. Limit maximum depth to my level of training and experience. Ascend at a rate of not more than 18 metres/60 feet per minute. Be a SAFE diver – **Slowly Ascend From Every** dive. Make a safety stop as an added precaution, usually at 5 metres/15 feet for three minutes or longer.
7. Maintain proper buoyancy. Adjust weighting at the surface for neutral buoyancy with no air in my buoyancy control device. Maintain neutral buoyancy while underwater. Be buoyant for surface swimming and resting. Have weights clear for easy removal, and establish buoyancy when in distress while diving. Carry at least one surface signaling device (such as signal tube, whistle, or mirror).
8. Breathe properly for diving. Never breath-hold or skip-breathe when breathing compressed air, and avoid excessive hyperventilation when breath-hold diving. Avoid overexertion while in and underwater and dive within my limitations.
9. Use a boat, float, or other surface support station whenever feasible.
10. Know and obey local diving laws and regulations, including fish-and-game and dive-flag laws.

I have read the above statements and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well-being, and that failure to adhere to them can place me in jeopardy when diving.

\_\_\_\_\_  
Participant’s Signature Date (Day/ Month/ Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable) Date (Day/ Month/ Year)