



Boat Travel and Scuba Diving Voluntary Release, Waiver, and Assumption of Risk

Print Name → I, _____, hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand that diving with compressed air, oxygen enriched air (Nitox), and trimix supplied by standard open circuit scuba or with semi-closed circuit or closed circuit rebreathers, involves certain inherent risks including air expansion injuries, drowning, decompression sickness, embolism, oxygen toxicity, inert gas narcosis, hypoxia, hypercapnia or other barotrauma or hyperbaric injuries. Such injuries can occur that require treatment in a recompression chamber or medical facility. I further understand that dive activities can be at remote sites, and isolated by time and distance, from such a recompression chamber or medical facility. I still choose to proceed with such dives in spite of the absence of a recompression chamber in proximity to the dive site. I also thoroughly understand hazards of scuba diving include those hazards occurring during boat travel to and from the dive site including, but are not limited to, 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.

REBREATHER DIVERS ONLY:

I hereby affirm that I have been trained and I am certified to operate the specific rebreather equipment that I am using today on the vessel Humboldt with Waterhorse Charters LLC. I will operate the equipment according to manufacture specifications and training agency standards. _____ (initial here)

I understand and agree that neither Waterhorse Charters, LLC, captain or crew, owner(s) of the vessel, nor The Humboldt itself, nor International PADI, Inc., nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active. I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written content of my parent guardian.

Print Name → I _____, BY THIS INSTRUMENT, DO HEREBY 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 acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to engaging in this boat trip and scuba dive(s), am fully aware of the legal consequences of signing this instrument, and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals, whether specifically named or not, for personal injury, property damage or wrongful death caused by product liability or the negligence of the released parties, whether passive or active.

Participant's Printed Name _____

Participant's Signature _____ Date _____
Day / Month / Year

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

EMERGENCY CONTACT INFORMATION

Name: _____ Phone #: _____ Relationship _____

Optional Email Address - By entering your email address you are giving us permission to notify you of upcoming special events from Waterhorse Charters. Your email address will not be shared with any third parties.

OFFICE USE ONLY
MANIFEST # _____
GROUP _____
RECEIPT # _____
C-CARD/CLASS/NON-DIVER