



divetrip.com

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Waiver and Release of Liability

This agreement shall be legal and binding between parties of legal status. Minors must have both parents and/or guardians sign this form. This Waiver and Release of Liability constitutes an agreement between divetrip.com, Inc., dba divetrip.com, including its owners, employees and associates, hereafter collectively called the Organization, and the individual so named:

_____, hereafter called the Traveler.

Traveler agrees to indemnify the Organization and to hold harmless from any and all claims, demands, actions, and causes of actions, including expenses, court costs and attorney's fees, arising from or growing out of injuries or damages to any and all persons, including the employees of the Traveler and/or the Organization, as well as third persons or parties, and to the property of the Traveler, which is caused by or is alleged to have resulted from being on board any conveyance, aircraft, land or water vessel, of or hired by the Organization, or going to or from any conveyance or vessel of the Organization, or from the performance of land touring, snorkeling, free diving, SCUBA diving, swimming, fishing or boating arranged by the Organization.

Traveler shall be fully aware of the dangerous elements and aspects of small vessels on open waters and of snorkeling, free diving, SCUBA diving, swimming, fishing, and boating, and shall engage in those activities under his/her own free will and at his/her own risk. Traveler certifies that if he or she intends to free dive or SCUBA dive, that he or she is a certified diver from a recognized certifying agency (NAUI, PADI, YMCA, NASDS, LACO, SSI, TDI, CMAS, or BSAC) and is fully qualified to dive in open water, and is knowledgeable in the special abilities required for safe diving.

It is the intention of the Traveler, by this instrument, to accept personal responsibility for his or her actions, and to exempt and relieve the Organization, including its owners, employees and associates, from any liability for personal injury, property damage, and/or wrongful death.

Signature: _____ Legal name: _____ Date: _____

Address: _____

City, State, & Zip Code: _____

Home Phone: _____ Business Phone: _____

Scuba Certification agency: _____ Certification number: _____

Signature of parents and/or guardians: _____

Signature of witness: _____ Full name of witness: _____

The Traveler certifies that he or she has read and understands this Waiver and Release of Liability, that the information in this form is correct, and that he/she is a properly trained and certified scuba diver, capable of safely participating in scuba diving activities. The undersigned agrees to personally accept responsibility for his/her own actions, personal liability and well being, and to abide by divetrip.com "Sales Agreement" and "Terms and Conditions."

SIGNATURE of TRAVELER: _____