

Diver Registration Form & Agreement

Name _____ Group _____

Mailing Address _____

City _____ State _____ ZIP _____

Room # _____ Arrival Date _____ Departure Date _____

Certifying Agency _____ Card # _____

Level _____ Certification Date _____

Date of last dive _____ Number of dives in last 12 months _____

Bay Islands Beach Resort strongly endorses and adheres to safe diving policies and practices based on the accepted standards of the major certifying and diving organizations. The following Release of Liability, Waiver of Claims, Express Assumption of Risks, and Indemnity Agreement contains terms and conditions consistent with these safe diving policies and practices. We require your understanding of, and agreement with, these terms and conditions. Please carefully read the following Agreement and sign and date it. We appreciate your cooperation in helping us provide a safe and comfortable dive experience for our guests.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

In consideration of being allowed to participate in scuba diving activities and use the facilities and equipment of the Releasees (hereinafter defined), I do hereby affirm and acknowledge that the purpose of my signing this Agreement is to, and I do, exempt and release Island Investments, S.A. de C.V.; Bay Islands Beach Resort; and their shareholders, directors, officers, employees, agents, representatives, and their heirs, and their dive boats, whether operated, owned, leased, or chartered, (herein called "Releasees"), from any and all claims, causes of action, liabilities, or expenses, now or in the future, for wrongful death, personal injury, or property damage due arising as a consequence of, but not limited to, gross negligence or active or passive negligence and omissions. It is my intention by signing this Agreement to hold the Releasees harmless and to waive my rights, and that of my estate, heirs, executors or assigns to sue any or all Releasees.

1.) I am a certified diver and have been adequately educated and trained and understand scuba diving has inherent risks and dangers associated therewith, including, but not limited to, equipment failure, perils of the sea, boat accidents, acts of other divers, and travel to and from dive sites. I wish to proceed and freely and specifically assume and accept all risks, dangers, and uncertainties which could result in death, personal injury, expenses, or property damage to me.

2.) I acknowledge that I am physically and mentally fit to scuba dive, and I am fully capable of, and voluntarily request, active participation in the types of activities offered by the Releasees. I also do not have in my possession any illegal drugs, nor am I taking, or have taken, any drugs, alcohol or medication that would contraindicate scuba diving or any of the activities offered by the Releasees.

3.) Prior to embarking for any dive, whether from the shore or on the boat, I will inspect all equipment, whether my own, borrowed or rented, to be used, and I will not use any equipment that is not functioning properly. I recognize that the Releasees are not responsible for any equipment I use.

- 4.) I will be present and attentive at pre-dive briefings, and if there is anything I do not understand or have been taught differently, I will notify the Divemaster and the boat captain immediately. If I am not completely comfortable with the dive plan, I will not dive. I understand that my safety and that of my dive buddy is my responsibility, as is my duty to plan and carry out my own dive plan. I will dive with a buddy and remain with my buddy at all times.
- 5.) I will not exceed the accepted maximum depth for recreational scuba diving of 130 feet.
- 6.) I will make a decompression safety stop at 15 feet for a minimum of 3 minutes on all dives.
- 7.) I will start my ascent at the end of each dive with enough air to guarantee being on the boat or shore with a minimum of 500 PSI remaining in my tank. I am knowledgeable of the dangers associated with too rapid ascents and with holding my breath while diving, and hold the Releasees harmless for my failure to ascend properly.
- 8.) I will immediately stop my dive if I feel uncomfortable with my diving abilities and/or the diving conditions are more adverse than those for which I have been trained or for which I have experience. If I become distressed on the surface, I will immediately drop my weight belt and inflate my buoyancy control device for flotation assistance, and if I want or need help to return to the boat, I will properly signal the boat captain, Divemaster, and/or crew.
- 9.) I will obey the rules and regulations of the marine reserve in which we dive and will employ good buoyancy control so as to stay off and preserve the reef. I acknowledge that it is unlawful to touch or collect anything on the reef, or in any way molest the fish, turtles, crabs, lobsters or other inhabitants of the reef.
- 10.) I will maintain a 24-hour surface interval between my last dive and my departure flight.

I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement.

I have read and understand this Agreement and agree to its terms and conditions, and I hereby declare that I am of legal age and competent and hereby voluntarily sign this Agreement.

SIGNATURE _____ **DATE** _____

SIGNATURE OF PARENT AND/OR GUARDIAN IF PARTICIPANT IS A MINOR, who hereby affirm by their signature that they completely understand, acknowledge, accept and concur with this Agreement and release all claims on my behalf that both they and I may have.

SIGNATURE _____ **DATE** _____

**You are about to experience the best diving in the Caribbean
on the second largest barrier reef in the world.
Don't miss the famous Spooky Channel**

**WELCOME TO
BAY ISLANDS BEACH RESORT**

**Your hosts
Ted & Cam O'Brien
Bob & Patti O'Brien Beaumont
Owners & Innkeepers
&
The Best Staff in the Bay Islands**