

Bottom Time Dive Charters

St. Lawrence R., Brockville, Ontario - L. Champlain, Plattsburgh, NY

WAIVER & LIABILITY RELEASE

Welcome to the "Bottom Time Dive Charters Experience" of quality diving. We will do everything possible to make each of your dives the most enjoyable and exciting ever. Please complete this form so that we may better serve you in the future.

Date: _____ Last Name: _____ First Name: _____

E-MAIL: _____

Home Phone: () _____ Work: () _____

Emergency Contact _____ Tel# _____

Certifying Agency _____ # _____ Level _____

Dives in last year _____ Total # Dives to Date; _____

Are you eligible for travel in the United States? YES NO (No criminal record etc.) Do you have 2 picture TD's available for US/CA Customs Inspection? YES NO

Liability Release

Scuba diving is an inherently risky sport being certified as a diver I am aware of those hazards and understand that I should:

- * *Be in good mental and physical condition,*
- * *Avoid being under the influence of drugs or alcohol*
- * *Participate only in dives that are within my level of experience and training*
- * *Listen carefully to and abide by the briefings and instructions of the Divemaster.*
- * *Never enter the -water -without a dive buddy and stay -with him or her for the entire dive.*
- * *Do not exceed the depth of 100 feet unless otherwise certified & equipped for same.*
- * *Maintain proper buoyancy control and avoid causing damage to the wrecks*

It is my intention that, by this document, I hereby exempt and release Bottom Time Dive Charters and all related persons from all claims or legal action for liability whether for personal injury, property damage or loss or wrongful death.

Please write: "I have read, understand and agree with the above"

X

I am fully aware of the contents and importance of this document. I have also asked for an explanation of anything that was unclear. Further, I agree to obey all US & Canadian, diving regulations and especially those that protect the wrecks.

X _____ Signature of Client
Authorized Signature Date

CHARTER TOTAL: \$ _____

DEPOSIT TOTAL: \$ _____

BALANCE DUE: \$ _____

PD IN FULL: _____ (Mel)



BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am a certified diver or a student diver
(passenger / 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. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, 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. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

Mel Frechette, Wanda Christian, Jack Benoit, Gerard Pion

I understand and agree that neither _____
or any other Crew Member or Assistants
(divemasters / crew members / captain)

the crew or owner of the vessel, nor *The Regulator, Rogue Diver, or Second Best Too*, the vessel, nor
(name of vessel)

International PADI, Inc., nor its affiliate or subsidiary corporations, 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 consent of my parent or guardian.

I _____, BY THIS INSTRUMENT, DO HEREBY
(passenger /diver)

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.

PRINTED NAME _____

Participant's Signature

Date (Day/Month/Year)

Signature of (Parent of Guardian (whers applicable)

Date (Day/Month/Year)