

Divers Den

Liability Waiver

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www.diversden.ca

info@diversden.ca

Name _____ Certification Agency _____
Street Address _____ Certification Number _____
_____ Certification Level _____
Prov./State _____ Postal Code/Zip _____
Email Address _____

I understand that SCUBA Diving is a HAZARDOUS activity. I also understand that scuba diving has inherent and other risks of injury to any part of the user's body that reasonable care, caution, instruction and expertise cannot eliminate. I further understand that injuries are common in ordinary occurrences during these activities. I hereby agree to freely, voluntary and expressly ASSUME and accept ALL risks of any injury to any part of this user's body while scuba diving.

I understand that if scuba diving equipment is furnished it forms a part of, or all of, a scuba diving breathing support system and that it is not possible to predict every situation in which the system will or will not properly or sufficiently operate and that its use cannot guarantee this user's safety or freedom from injury while scuba diving.

I hereby forever release this dive shop from and indemnify it and hold it harmless for any and all responsibility or legal liability for any injuries or damages to any user of any equipment listed on this form whether or not such injuries or damages are caused by the NEGLIGENCE of this dive shop. I agree NOT to make a claim against or sue this dive shop for any injuries or damages relating to scuba diving and/or the use of this equipment and I will accept full responsibility for those injuries or damages.

I have carefully read this agreement. I am aware that this is a binding contract which provides a comprehensive release of liability. However, it is not intended to assert any claims or defences that are prohibited by law.

This dive shop, itself, provides NO WARRANTIES express or implied and this equipment is accepted "AS IS". I have carefully read this agreement and release of liability and fully understand its contents. This document constitutes the final and entire agreement between this dive shop and the undersigned.

I understand how scuba diving equipment works and I have been fully instructed in its proper use. Any questions I have had about this rental scuba diving equipment have been satisfactorily answered. I agree to check this scuba diving equipment before each use and that I will not use this equipment if any parts are worn, damaged or missing.

The Dive Shop, owners and crew of the charter vessels shall not be liable for any loss or injury, howsoever, caused, whether by reason of fault or negligence of the owners or otherwise.

User's Signature

Parent's Signature (if user is a minor)

Date

Date