

ScubaTech Ltd. Customer Record Sheet



VAT # 1515122

Name						
Country		D.O.B.	day	month	year	
Adress						
Adress						
eMail						
Date Arrival		Acomm.				
Date Depart		Room No.		BCD:	Shorty:	Mask/Snorkel:
How did you hear about ScubaTech?		Last dive		Reg:	Long Suit:	Fins:
Qualification		No of dives		Air	Nx	Weight:
Date	Diving / Courses / Snorkelling / Boattrips		Equipment		Remarks	
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Single Dives						US\$
2 Tank Dives						US\$
Equipment						US\$
Course						US\$
Course						US\$
Gases						US\$
Snorkling						US\$
Watersport						US\$
Shop						US\$
Drinks/Extras						US\$
Subtotal						US\$
Tax	10% VAT					US\$
Date of Payment	Deposit	Cash	Credit Card	Total EC\$	Total US\$	
Invoice #				Total - Deposit = To pay US\$		➔
/						



DECLARATION OF FITNESS FOR WATER SPORT ACTIVITIES

I, _____ (*printed name*), hereby declare that I am physically fit to participate in water sport, and its related, activities. I do not suffer, and have not suffered, from any of the following conditions which, I understand, may lead to a dangerous situation with regard to myself, or other persons, during Water Skiing / Wake Boarding / Tube Riding / Banana Riding and their related activities: Epilepsy, mild or severe head injury, recurrent alterations in consciousness and/or mental status, disease of the nervous system (including brain and spinal cord), high blood pressure, lung disease, heart disease, recurrent weakness or dislocation of any limb(s), diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprain(s) or strain(s), chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder(s), recent blood donation or any illness, injury or condition that requires the regular use of medication(s).

(initials) I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a licensed physician as having a terminal illness.

(initials) Even though I have a health condition as stated above, by signing this form I still choose to participate in the activity of Water Skiing / Wake Boarding / Tube Riding / Banana Riding and agree to waive all responsibilities to ScubaTech Ltd and its related entities, such as the vessel, the owners, officers, employees, agents or assigns of ScubaTech Ltd, concerning any and all medical, legal, and personal consequences that may result from my actions.

(initials) I declare that in the event I feel ill or unwell and/or have any physical complaints whatsoever, I will notify the assisting personnel immediately and prior to leaving the premises.

(initials) I further declare that I am solely responsible for immediately informing the assisting personnel / the vessel if and when an injury of any kind is sustained during participation, whether active or passive, in Water Skiing / Wake Boarding / Tube Riding / Banana Riding and/or its related activities.

I have read the above declarations. I understand the above declarations and I agree to be bound by them, as indicated by my initials (given above) and signature below.

Signature of Participant

Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Date

If you are unable to sign the declaration because of any of the above conditions, you must immediately notify the assisting personnel prior to leaving shore or boarding any Water Skiing / Wake Boarding / Tube Riding / Banana Riding vessel.

PLEASE BE SURE TO SIGN. THANK YOU.



WATER SPORT ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications prior to signing.

Express Assumption of Risk Associated with use of Water Skiing / Wake Boarding / Tube Riding / Banana Riding and Related Activities

I, _____ (*printed name*), do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Water Skiing / Wake Boarding / Tube Riding / Banana Riding activities, water transportation to and from the Water Skiing / Wake Boarding / Tube Riding / Banana Riding vessel and related water sport activities to which I am about to engage, including, but not limited, to the following:

- 1) Changing water flow, tides, currents, wave action, and watercraft wakes;
- 2) Collision with any of the following:
 - a) other participants and/or personnel, b) the watercraft used by this facility, c) other watercraft within the surrounding areas, d) man-made or natural objects and/or obstructions;
- 3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and environmental temperature;
- 4) Alterations in my sense of balance, physical condition, ability to operate equipment, swim and/or follow directions;
- 5) Collision, capsizing, sinking, or other incidents which may result in loss of personal property, exposure to water of myself and/or personal property, exposure to environmental elements and marine life, hypothermia, bodily injury, bodily impact with and/or upon the water, infiltration of water into my body orifices, near-drowning, and/or death;
- 6) The presence of, and/or inadvertent interaction with, insects and marine life forms;
- 7) Watercraft failure, equipment failure, personnel error or operator error;
- 8) Heat or sun related injuries or illnesses, including sunburn, heat exhaustion, heat stroke or dehydration;
- 9) Fatigue, chill and/or altered reaction time and increased risk of an accident.

(initials) I understand that any water sports and related activities can be dangerous and involve a risk of injury, which may even be fatal. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me while participating and/or observing any water sports and related activities with ScubaTech Ltd. I specifically waive any defense insofar as this contract is concerned that may arise as a result of any federal, state or local law and I or regulation or policy that may impact its enforceability.

(initials) I understand that ScubaTech Ltd. and the Calabash Hotel provide no lifeguards on duty and I am advised to swim and participate in water sport activities at my own risk.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described water sports, transportation, and Water Skiing / Wake Boarding / Tube Riding / Banana Riding activities, as well as the use of any of the facilities, specifically, including transportation and the use of the equipment of the below listed releases, I hereby agree as follows:

(a) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against ScubaTech Ltd., Calabash Hotel, and/or their agents, officers, directors, servants, representatives, employees, volunteers, and vessels (hereinafter referred to as the 'releases').

(b) To release the releases from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise and/or by failure of equipment. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the above activities

(initials) I am completely aware of, and accept, the risks and hazards inherent upon the use of Water Skiing / Wake Boarding / Tube Riding / Banana Riding equipment, the environment, water transportation to and from the watercraft, and the use of the ScubaTech Ltd. and Calabash Hotel facilities.

(initials) Now therefore, in consideration of use of the ScubaTech Ltd. equipment, facilities, and services, with or without charge, each of the undersigned individually, and/or as a representative of and on behalf of his/her spouse, child, or ward, hereby release, discharge, and covenant not to sue the releases and from liability, claims, demands, actions, and causes of action whatsoever arising out of, or related to, any loss, damage, or injury, including fatal injury sustained while using, participating, and/or observing the ScubaTech Ltd. activities, whether or not caused by the negligence of ScubaTech Ltd. or its releases, or by failure of equipment.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

Printed Name of Participant

Date

Signature of Participant

Printed Name of Parent or Guardian if Participant is a Minor

Date

Signature of Parent or Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have



ScubaTech Dive Center - Cancellation Policy

Dear guests,

For all your courses, dive excursions, snorkeling- and boat trips, we organize our schedule according to your wishes and exclusively reserve boat space, guides and instructors for you. We might have to turn other guests down in order to guarantee you a comfortable group size, special dive site requests or your course schedule.

Please be advised of our cancellation policy, **prior** to make any bookings!

Courses:

When you're signing up for any course, we'll ask you to pay the entire amount at the time when we're scheduling your course and reserving the instructor and boat space for you.

If, for any reason (e.g. but not limited to: illness, injury, indecision, weather conditions, etc.), you're cancelling your reservation more than 48 hours before, you'll be refunded 50% of the course price, 50% will be held in as a cancellation fee.

If, for any reason (e.g. but not limited to: illness, injury, indecision, weather conditions, etc.), you're cancelling your reservation less than 48 hours before or you do not appear for this appointment, a 100% cancellation fee is applicable.

If you're enrolled in a course and are cancelling a scheduled session more than 48 hours before, you'll be charged 50% of the value of the scheduled session.

If you're enrolled in a course and are cancelling a scheduled session less than 48 hours before or you do not appear for this appointment, you'll be charged 100% of the value of the scheduled session.

Rescheduling will then take place according to Dive Center logistics.

Dive Excursions:

When you're signing up for any dive excursion, we'll ask you to pay the entire amount at the time when we're scheduling your dives and reserving the instructor and boat space for you.

If, for any reason (e.g. but not limited to: illness, injury, weather conditions, ear problems, sea sickness, etc.), you're cancelling your reservation more than 48 hours before, you'll be refunded or credited towards further dives 50% of the scheduled booking; 50% will be held in as a cancellation fee.

If, for any reason (e.g. but not limited to: illness, injury, weather conditions, ear problems, sea sickness, etc.), you're cancelling your reservation less than 48 hours before or you do not appear for this appointment, a 100% cancellation fee is applicable.

Snorkeling Excursions, Boat Trips, Sunset Champagne Cruises & Water Sports:

When you're signing up for a snorkeling excursion, boat trip, sunset champagne cruise or water sports, we'll ask you to pay the entire amount at the time when we're scheduling your excursion and reserving the guide/captain and boat space for you.

If, for any reason (e.g. but not limited to: illness, injury, weather conditions, etc.), you're cancelling your reservation more than 48 hours before, you'll be refunded or credited towards a newly scheduled excursion 50% of the scheduled booking; 50% will be held in as a cancellation fee.

If, for any reason (e.g. but not limited to: illness, injury, weather conditions, etc.), you're cancelling your reservation less than 48 hours before or you do not appear for this appointment, a 100% cancellation fee is applicable.

I have read, understood and agree to the ScubaTech cancellation policy:

Signature: **Date:**

Signature of parent of guardian (where applicable):