

# 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\$ |            | ➔             |

ScubaTech Ltd.



**Liability Release and assumption of risk  
For certified divers, divers in training and snorkellers**

1. I acknowledge that I am  a certified scuba diver trained in safe diving practices,  a diver in training,  a snorkeller or passenger (✓ appropriate)
2. I am aware of the risks inherent in this sport and accept these risks.
3. I am in good mental and physical fitness for diving/snorkelling, and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contra indicatory to diving/snorkelling. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs.
4. I am aware of the dangers of breath holding while scuba diving and I will not hold the Released Parties and related entities (Such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so.
5. I am aware that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the Released Parties responsible for my failure to safely plan my dive.
6. I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.  
I accept responsibility for the return of this equipment in the condition in which it was rented to me. Should I have any cause to damage or loss the equipment I understand that I will be required to pay for the replacement including shipping and local taxes.  
I further understand that should I be involved in any accident which arises from misuse of this equipment, I absolve ScubaTech Ltd., its principles, Officers, employees and agents from any liability whatsoever.  
I understand that ScubaTech Ltd. is not reliable for loss and damage of private equipment.
7. I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving.
8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism, or other hyperbaric injuries, and I expressly assume the risk of said injuries.
9. I expressly assume the risk and accept all responsibility to plan my dive and dive my plan.
10. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this diving excursion, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold Released Parties responsible for the same.
11. I understand that on this open-water diving trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
12. I ..... release ScubaTech Ltd. and its agents from all Liability whatsoever for personal injury, property damage and wrongful death however caused including but not limited to negligence of the company or its agents.
13. You may pay with US\$, EC\$, VISA- or MASTER-Card.  
The exchange rate for EC\$ is 2.75. Credit card payment will be in EC\$.
14. If you are staying at the CALABASH Hotel please consider that we can't charge your dive center bill to your room. You may pay with us in the dive center.

Printed Name: .....

Signed .....

Date .....

Signature of Parent of Guardian (where applicable) .....



# BOAT TRAVEL AND SCUBA DIVING LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby affirm that I am a certified scuba diver or a student 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 (hereinafter collectively referred to as "Excursion").

I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; 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; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a recreational dive or part of a diving class.

I understand and agree that neither the divemaster/dive supervisor/instructor; nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Excursion, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during this Excursion, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Release Parties responsible for the same.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor/vessel crew, including the dive briefing.

I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns or beneficiaries my have to sue the Release Parties resulting from my death. I further represent that I have the authority to do so and my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, BY THIS INSTRUMENT, AGREE TO 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 HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Signature of Parent or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)

Diver Accident Insurance?     NO     YES    Policy Number \_\_\_\_\_



## **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):** .....



## Liability Release and Express Assumption of Risk for Technical Diving

Please read carefully, fill in all blanks and initial each paragraph before signing.

I, \_\_\_\_\_, HEREBY DECLARE THAT I AM A CERTIFIED  
(Participant)

SCUBA DIVER, TRAINED IN SAFE DIVING PRACTICES INCLUDING THE USE OF NITROX,  
AND AM AWARE OF THE INHERENT HAZARDS OF SCUBA DIVING.

\_\_\_\_\_ I further state that I am an experienced diver and have been certified by the following training organization(s): \_\_\_\_\_ and that I am aware of the required certification or equivalent experience required to participate in technical diving activities. I have been a certified diver since \_\_\_\_\_, and have been diving for \_\_\_\_\_ years, with a total of approximately \_\_\_\_\_ dives, to a maximum depth of \_\_\_\_\_ metres/feet (circle one).

\_\_\_\_\_ I further declare that I have been advised and thoroughly informed of the inherent hazards of participating in technical and recreational scuba diving activities, and in consideration of being allowed to participate in this activity, I hereby assume all risks in connection with said activity, for any harm, injury or damage that I may suffer while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further declare that I am properly trained, thoroughly informed, and completely understand the inherent hazards of Technical Scuba Diving activities, including the risk of serious injury or death. Further, I understand that diving with compressed air, oxygen-enriched air (nitrox), trimix, and 100 percent oxygen involves certain inherent risks that include but are not limited to: decompression sickness, embolism, oxygen toxicity, inert gas narcosis, marine life injuries, fire and/or explosion hazards, and barotrauma or hyperbaric injuries which can occur and require treatment in a recompression chamber. I further understand that Technical Scuba Diving activities may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to participate in such Technical Scuba Diving activities, despite the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_ I further declare that I understand Technical Diving involves risks which exceed those encountered in recreational scuba diving. These risks may include but are not limited to: depths which exceed the limits of recreational diving; decompression procedures; over-head environments and/or the risk of entanglement which may prevent direct ascent to the surface in the event of an emergency; sudden loss of visibility; necessity for computing both nitrogen and oxygen loading to plan dives; and the need for specialized training, equipment, and planning for different types of Technical Scuba Diving. I understand that Technical Scuba Diving may involve a greater risk of serious injury or death than recreational scuba diving, and I assume the risk of this activity.



\_\_\_\_\_ I understand that I AM SOLELY RESPONSIBLE FOR ENSURING MY OWN SAFETY DURING PARTICIPATION IN THIS ACTIVITY and agree that: 1) the facility(ies), organization(s) or supervisory personnel offering this activity, \_\_\_\_\_, or their employees; 2) the organizers or promoters of this event; 3) Diving Science and Technology Corp. (DSAT); and 4) PADI Americas, Inc. (PADI), its affiliate or subsidiary corporations, any of their respective employees, officers, agents or assigns (1 through 4 hereinafter referred to as "Released Parties"), may not be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns, that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

\_\_\_\_\_ I declare that I am in good mental and physical fitness for diving, that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicated to diving. If I am taking any medication, I declare that I have seen a physician and have approval to dive under the conditions of this activity while under the influence of the medication/drugs.

\_\_\_\_\_ I understand that all types of scuba diving, including Technical Diving, are physically strenuous activities and that I will be exerting myself during this activity; and if I am injured as a result of heart attack, panic, hyperventilation, etc. that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

\_\_\_\_\_ I will inspect all of my equipment prior to every use during this activity, ensuring that I have all necessary equipment, and that it is functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.

\_\_\_\_\_ I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written content of my parent or guardian. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

\_\_\_\_\_ I understand and agree that the terms herein are contractual and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act after reading and understand the entire Liability Release and Assumption of Risk Agreement. I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_, by this instrument agree to exempt and release the Released Parties from all liability or responsibility whatsoever for personal injury, property damage or wrongful death, however caused, including but not limited to the negligence of the released parties, whether passive or active.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Parent or Guardian if applicable)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness)