

Dive Friends Bonaire Liability Release and Express Assumption of Risk

Please read and circle yes or no or initial each statement

YES/NO I am a **Certified Diver** trained in the proper use of scuba diving equipment and sport diving procedures. **If the answer is no**, I am snorkelling OR receiving instruction in scuba diving and agree to dive exclusively with the above-mentioned dive school within the limitations of the course and I understand that I cannot dive independently of the instructional staff until I am completely certified to do so.

YES/NO I am a certified NITROX diver and understand that diving with oxygen enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas.

(initials) I understand and Agree that neither Dive Friends Bonaire, Seaside Ventures Bonaire NV, Marriott, nor any of its respective employees, officers, agents or assigns (here after referred to as "Released Parties") may be held liable or responsible in any way for any injury, death and/or damages to me, my family, heirs or assigns that may occur as a result of my participation in outdoor activities, scuba diving, snorkelling, swimming (hereafter referred as "outdoor activities") or other activities while a guest of Dive Friends Bonaire as a result of the negligence of any party, including the Released Parties, whether passive or active.

I also affirm that I thoroughly understand the inherent hazards of the outdoor activities in which I take part. I understand that these hazards include, but are not limited to, shallow water black out, air expansion injuries, drowning, decompression sickness, slipping or falling while being at Dive Friends Bonaire or on board of a boat, being cut or struck by a boat while in the water, injuries occurring while getting on or off a boat, capsizing of a boat and other perils of the sea while taking part in activities of Dive Friends Bonaire.

I understand that many medical conditions can prevent one from participating in outdoor activities safely, such as asthma, any lung scarring or disorders, epilepsy, heart problems, pregnancy and even a common cold, and certify that I am currently fit for diving and any other activity that I sign up for with Dive Friends Bonaire. Furthermore, I agree to dive and/or stay within the limits of my abilities and certifications and abide by all rules and guidelines set forth by Dive Friends Bonaire and local law.

I also understand that the use of alcohol, drugs and some medicines prevent one from participating in these activities and I declare that I understand the hazards and that I will not dive or participate in any other activity that I sign up for with Dive-Friends-Bonaire, after using the afore mentioned.

I also understand that outdoor activities in general and scuba diving in particular are strenuous activities and that I will be exerting myself during said activities, and that if I am injured as a result of a heart attack, panic, hyperventilation etc. that I expressly assume all risks of said injuries and that I will not hold the released parties or companies responsible for the same.

In consideration of being permitted to use equipment, transportation and services provided by Dive Friends Bonaire I hereby personally assume all risks for any harm, injury or damage that may befall me in connection with use of such equipment, transportation or services. I agree to take full responsibility for my own actions and safety while participating in the above mentioned outdoor activities and/or taking part in any other activities while I am a guest at Dive Friends Bonaire including all risks connected there with, whether foreseen or unforeseen.

If I rent or borrow any equipment from Dive Friends Bonaire I agree to examine it and use it only if I find it to be in good condition and safe working order, including checking both the quality of compressed gas in any scuba tank(s) rented. I understand that the Released Parties shall not be held liable or responsible in any way for any injury, death or damages to myself, my family, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, nor any other company connected at their company, whether passive or active. Further, I agree that I will personally use the equipment and will not rent or loan it to others. In addition, if said equipment is damaged or not returned, I agree to pay the full replacement value.

I further save and hold harmless Released Parties, and any other company related from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of any participation in any outdoor activities or any other activity.

I understand that all reef areas, corals, fishes, shells and all organisms in the territory of Bonaire are fully protected by law. I understand that it is a criminal offence to deface, destroy, pollute, injure or molest any reef or reef organism whether living or dead and that failure to comply with such laws will result in imprisonment, fines and/or expulsion from Bonaire. I understand that anyone who uses the marine park or national park must purchase and carry a BMPT. I understand and am familiar with the marine park rules and regulations.

I accept that in a difference of opinion, the operative laws on Bonaire will be applicable and the courts appointed under these Law, will be exclusively competent to decide such dispute.

I acknowledge that photos taken during my visit with Dive Friends Bonaire, may include me. I hereby grant the right and permission to copyright, use, publish, republish and/or redistribute photos/videos, in whole or in part, of me made on or about the date above, to the photographers, videographers, or their companies, as appropriate, for use in articles, advertising, Facebook photo-tagging, or for any other purposes in printed, electronic or any other media. If I do not wish to be in the photos, I recognize that it is my responsibility to inform the photographer not to take my photo.

I further state that I am of lawful age and legally competent to sign this Liability Release and Express Assumption of Risk or that I have acquired the written consent of my parent or legal guardian.

I agree to pay the full cost of any guided dive, course and/or boat dive I have booked unless I cancel before 2 pm the previous day. I agree to pay the full cost of any night dive I booked unless I cancel before 2 pm the day off the scheduled night dive.

I understand that Dive Friends Bonaire is not responsible for any lost, damaged or stolen personal items while on our property.

I understand that the terms herein are contractual and not a mere agreement and that I signed this document on my own free will.

It is my intention by this instrument to exempt and release the above-mentioned parties from all liability or responsibility whatsoever 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 of the contents of this Liability Release and Express Assumption of Risk by reading it before I signed it on behalf of myself and my heirs and assignees.

Signature

Date

Signature of parent or guardian

Date