

Liability Release

Please Read Carefully

1. I understand the purpose of signing this document is to exempt Cane Bay Dive Shop, Inc. and release it's directors, officers, employees, agents, and boats (whether owned, leased or chartered) and to hold these entities harmless from any and all liabilities arising as a consequence of the following or any other acts or omissions on their part, including but not limited to negligence and gross negligence.
2. I am a certified diver or a student diver under the direct supervision of an instructor and have been taught and understand scuba diving has inherent risks and dangers associated, including but not limited to, risks associated with equipment failure, perils of the sea, acts of fellow divers and I SPECIFICALLY ASSUME SUCH RISKS.
3. I have been diving within the past year or am currently participating in a refresher course.
4. I acknowledge that I am physically fit to scuba dive and snorkel and I will not hold any of the above named persons or entities responsible if I am injured as a result of heart problems, lung problems, or other illness or medical problems which may occur while diving or snorkeling. *I THOROUGHLY UNDERSTAND THAT 1) Asthma, 2) Epilepsy, 3) Most Medications, 4) Recent Surgery, 5) Pregnancy, and 6) Any cold or Flu within the last 30 days are reasons NOT to SCUBA DIVE. I understand that these factors can lead to MICRO-EMBOLISM or DECOMPRESSION ILLNESS necessitating immediate emergency treatment.*
5. I do not have in my possession any illegal drugs, nor am I taking, nor have I consumed any drugs or medication that would contraindicate diving. I am not under the influence of alcohol nor am I hung over.
6. Prior to leaving the dock I will inspect all equipment to be used. I will notify Cane Bay Dive Shop, Inc., its employees or agents, if any of my equipment is not functioning properly. I will not hold Cane Bay Dive Shop, Inc. or any of its directors, officers, employees or agents responsible for my failure to inspect my equipment prior to diving or for equipment failure generally.
7. I will be present at and attentive to the safety briefing given by the dive master and boat captain. If there is anything that I do not understand or have been taught differently I will notify the boat captain immediately.
8. I understand that I have a duty to plan and carry out my own dive and to be responsible for my own safety and the safety of my buddy. I WILL REMAIN WITH MY BUDDY AT ALL TIMES.
9. I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500 psi remaining in my tank.
10. I will immediately stop my dive if:
 - a. I feel uncomfortable with my diving abilities and/or
 - b. Diving conditions are worse than those for which I have been trained or for which I have experience.
11. I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid ascents and will not hold the above named persons or entities responsible to such acts.
12. If I become distressed on the surface I will IMMEDIATELY drop my weight belt and inflate my B.C. (Buoyancy Compensator) for permanent flotation assistance. If I want or need assistance from the boat I will give the proper "diver in trouble" signal.
13. I fully understand and am aware that the dive boat has limited medical facilities and that in the event of an illness or injury appropriate medical help must be summoned by radio and treatment may be delayed until I can be transported to a proper medical facility.
14. I fully understand that the Cane Bay Dive Shop, Inc., their directors, officers, employees and agents reserve the right to terminate my dive privileges if at any time I violate the terms herein or they deem my actions may endanger myself or other divers.

Initial _____

15. IT IS MY INTENTION BY THIS LEGAL INSTRUMENT TO GIVE UP MY RIGHTS TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE CANE BAY DIVE SHOP, INC, IT'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AND BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACT OR OMISSION OF ANY OF THE FOREGOING ENTITIES INCLUDING WITH LIMITATION, NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISKS IN CONNECTION WITH SNORKELING AND SCUBA DIVING ACTIVITIES.

16. In the unlikely event that a complaint has not been satisfactorily dealt with during your travel, you must make your written complaint within the last 30 days of the last day of travel. Failure to do so will result in the claim being waived and absolutely barred.

17. You must institute any legal proceedings within six months of the last day of travel. Failure to do so will result in the claim waived and absolutely barred.

18. If any part of this contract is unlawful, invalid or unenforceable it is to be read down to the extent possible so that it becomes enforceable, otherwise it is severable without affecting any other part of this contract.

19. This agreement shall be determined to the laws of the U.S. Virgin Islands, and shall be adjudicated in the courts of the U.S. Virgin Islands, to the exclusion of any other courts. All disputes arising out of or in connection of this contract, travel programs, activities and /or any associated or ancillary goods, services or facilities shall be submitted to the exclusive jurisdiction of the courts of the U.S. Virgin Islands.

20. You authorize Cane Bay Dive Shop, Inc. to use images of you taken during travel, for use in connection with that travel, or for publicity and promotional purposes in any media it chooses, unless you notify CBDS, Inc otherwise in writing.

21. All dive packages and individual dives are non-refundable.

22. EQUIPMENT RINSING AND STORAGE IS PROVIDED AS A SERVICE AT YOUR OWN RISK.

23. I HAVE READ AND UNDERSTOOD THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVE.

Gear Requirements	BCD	REG	WS	Mask	Fins	Computer
-------------------	-----	-----	----	------	------	----------

\$250.00 SECURITY DEPOSIT REQUIRED FOR COMPUTER RENTAL

DATE _____ SIGNATURE _____

CERTIFICATION _____ PRINT NAME _____

Date of birth if under 18 _____ Signature of parent or guardian _____