

## Ocean Encounters

### Boat & Scuba Diving Voluntary Release, Waiver and Assumption Risk

				Rental				
BCD	REG	Wetsuit	Computer	Mask	Fins	Tank	Weights	Light

I hereby affirm that I am a snorkeler, certified diver, nitrox diver, and or a student under the control and supervision of a certified active status 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. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, slipping or falling while on board, being struck by a boat while in the water, injuries occurring will getting on or off a boat, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive/dives/snorkel, whether conducted as a recreational dive, nitrox dive, or part of a diving class or snorkel trip. I understand and agree that neither Ocean Encounters, nor any of its respective employees, owners, officers, agents, or assigns or resorts, nor the crew or owners of the vessels, nor the vessel, nor International PADI Inc., nor its affiliate or subsidiary corporations, (hereinafter "Released Parties") nor PB Hotel Investments NV, AMR Resorts, Sunscape Resorts and their respective subsidiaries, Directors, officers and employees may be held liable or responsible in any way for any occurrence on any dive/snorkel trip with Ocean Encounters, that may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in these boat trip(s), snorkel trip(s), and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active. I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained written consent of my parent or guardian.

**By this instrument, I do hereby 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 acknowledge that I have read the foregoing paragraphs, fully understand the potential dangers incidental to engaging in this and all boat trips and scuba dive(s)/snorkel trips, am fully aware of the legal consequences of signing this instrument, and that I understand and agree that this document is legally binding and will preclude me from recovering monetary damages from the above listed entities and/or individuals, whether specifically named or not, for personal injury, property damage or wrongful death caused by product liability or the negligence of the released parties, whether passive or active.

**BY SIGNING THIS INSTRUMENT, I ALSO ACCEPT THE GENERAL TERMS AND CONDITIONS ON THE BACK PAGE**

Name \_\_\_\_\_ DoB \_\_\_\_\_ Dep. Date \_\_\_\_\_

Email \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Tel \_\_\_\_\_ Resort \_\_\_\_\_ Room \_\_\_\_\_

**Divers**

Certifying Agency \_\_\_\_\_ Level \_\_\_\_\_ Total Dives \_\_\_\_\_ Last Dive \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian (if applicable)

***Reservations:** Reservations will be confirmed by taking full payment. Cancellations can be made 24 hours in advance without any charge. Cancellations made within 24 hours incur 25% charge. No shows will be charged the full amount. No refunds on pre-booked activities*

Checked by \_\_\_\_\_



## General Terms & Conditions

### Make One Stop and Dive All of Curaçao

#### Packages:

We advise you to sign up ahead of time for all boat diving/snorkeling activities as spots cannot be guaranteed. Packages are non-refundable, non-transferable and do not include special trips and/or equipment.

#### Diving/Snorkeling:

Please check departure times for our trips with the facility you are diving / snorkeling from. Please be present at least 20 minutes prior to departure or you may lose your spot.

#### Equipment Rental:

A deposit will be kept until any rental equipment is returned, rinsed and in the same condition as you originally rented it from us. The equipment will be charged to your account for every day it is in your possession. Rinsing regulators without dust-caps will result in a \$10 cleaning fee. Lost or missing weights will be charged at \$5 per pound.

#### Payment Options:

We accept American Dollars, Antillean Guilders, Travelers Checks, Debit and Credit Cards.

#### Tipping:

We work hard to provide you the best service possible. Our team appreciates your tips. We recommend you place your tip in the tip box inside the dive shop or on the boat to show your appreciation. It is recommended to tip between \$5 and \$10 per dive tank used per day.

#### **Enriched Air Nitrox Diving:**

I hereby affirm that I am a certified Enriched Air (Nitrox) Diver and have been advised and thoroughly informed of the inherent hazards of diving and scuba diving, and the particular hazards of scuba diving with oxygen enriched air. I understand that diving with oxygen-enriched air ("Enriched Air") involves certain inherent risks of oxygen toxicity and/or improper mixtures of breathing gas, I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act.

<b>Max Depth @ 1.4 ATA Oxygen Partial Pressure</b>					
<i>Oxygen %</i>	<i>30</i>	<i>31</i>	<i>32</i>	<i>33</i>	<i>34</i>
<i>Depth in Feet</i>	<i>115</i>	<i>111</i>	<i>106</i>	<i>102</i>	<i>98</i>
<i>Depth in Meters</i>	<i>35.2</i>	<i>33.8</i>	<i>32.4</i>	<i>31.2</i>	<i>30.0</i>

Nitrox Certifying Organization: \_\_\_\_\_

Nitrox Certification #: \_\_\_\_\_

Signature: \_\_\_\_\_

Checked by: \_\_\_\_\_