

## LIABILITY RELEASE FORM

- I understand that the purpose of signing this document is to release South Beach Divers, Inc. located at 850 Washington Ave. Miami Beach Florida, it's employees, it's agents and it's 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.
- I am a certified diver or a student diver under the direct supervision of an instructor and have been taught and understand that SCUBA diving has inherent risks associated with equipment failure, perils of the sea, acts of fellow divers and I specifically assume such risks.
- I have been diving in the past 12 months or am participating in a refresher class, scuba certification class.
- I acknowledge that I am physically fit to dive or snorkel and will not hold any of the above named persons or entities responsible if I am injured as a result of heart failure, lung problems or other illnesses or medical problems which occur while diving or snorkeling.
- I do not have in my possession any illegal drugs nor have I recently consumed any drugs or medications that would contraindicate diving or snorkeling. I am not under the influence of alcohol nor am I hung over.
- Prior to leaving the premises, I will inspect all equipment to be used. I will notify South Beach Divers, Inc. or its employees or agents if any of my equipment is not functioning properly. I will not hold South Beach Divers, Inc. or any of its employees or agents responsible for my failure to inspect my equipment prior to diving or snorkeling.
- I will be present at and attentive to the safety briefing given by the divemaster/boat crew and if there is anything I do not understand or have been taught differently, I will notify the boat captain immediately.
- As a diver, 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.
- I will start my ascent at the end of each dive with enough air to guarantee being back on the boat with a minimum of 500 psi / 35 bar remaining in my tank.
- I will immediately stop my dive if: I feel uncomfortable with my diving abilities and or the diving conditions are worse than those which I have been trained or for which I have experience.
- I am aware of the dangers of holding my breath while diving and the dangers associated with rapid ascents, decompression illness and embolisms and will not hold the above named or entities liable for such acts.
- If I become distressed on the surface I will immediately drop my weight belt and inflate by buoyancy compensator (BCD) either orally or with the power inflator to establish permanent floatation and if I want or need assistance from the boat I will give the proper " diver in distress" signal.
- I am aware and fully understand that the dive boat has limited medical facilities and that in the event of illness or injury appropriate medical help must be summoned by radio and that the treatment will be delayed until I can be transported to a proper medical care facility.

IT IS MY INTENTION BY SIGNING THIS INSTRUMENT TO GIVE UP MY RIGHTS TO SUE ALL PERSONS OR ENTITIES REFERED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE SOUTH BEACH DIVERS INC. IT'S EMPLOYEES, ITS AGENTS AND ITS BOATS (WHETHER OWNED, LEASED, OPERATED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFULL DEATH CAUSED BY NEGLIGENCE AND I ASSUME ALL RISKS IN CONECTION WITH SNORKELING AND SCUBA DIVING ACTIVITIES.

I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE SET TERMS AND CONDITIONS HEREINABOVE SET FORTH ON BEHALF OF MYSELF, MY HEIRS AND MY PERSONAL REPRESENTATIVES.

Print name \_\_\_\_\_ Date \_\_\_\_\_ Days valid \_\_\_\_\_

Signature \_\_\_\_\_ Certification # and agency \_\_\_\_\_

Signature of parent / guardian (if under 18) \_\_\_\_\_ Date \_\_\_\_\_

## SOUTH BEACH DIVERS SCUBA RENTAL CONTRACT

Name _____	DO NOT WRITE IN THIS SPACE
Address _____	Date rented _____
Phone number _____	Date due _____
Email _____	Paid to _____ Issued by _____
How did you hear about us? _____	Returned date _____ Emp initl _____
	Remarks _____

ITEM	QTY	REPL. VALUE	ID # SBD STAFF WILL FILL OUT
CLYLIDER/TANK		\$100.00	
WEIGHTS		\$30.00	
BCD		\$200.00	
REGULATOR		\$300.00	
COMPUTER		\$250.00	
WETSUIT		\$150.00	
FLASHLIGHT		\$65.00	
FLAG		\$30.00	
DIGITAL CAMERA/HOUSING		\$500.00	
MASK/SNORKEL		\$40.00	
FINS		\$40.00	
GEAR BAG		\$25.00	

PLEASE READ AND INITIAL THE FOLLOWING:

\_\_\_\_ If renting SCUBA equipment, I attest that I am a certified diver and as such, I will not let any uncertified diver use this rented equipment.

\_\_\_\_ I have/will inspect all of my rental equipment prior to leaving the premises to ensure it is in proper working condition.

\_\_\_\_ In the event that equipment is not returned, partially returned or returned damaged, I authorize South Beach Divers to take possession of, but not limited to, the deposit given and up to the full replacement value of items missing or damaged. I also authorize South Beach Divers to charge any late fees due against the deposit.

\_\_\_\_ I understand that it is my responsibility to rinse all equipment in fresh water PRIOR to returning. If gear is returned un rinsed or WITH THE RINSE CAP OUT OF PLACE, I will be charged \$25.00 PER SET of gear.

\_\_\_\_ I have read and understand the foregoing in its entirety and agree to the terms and conditions on behalf of my heirs, personal representatives and myself.

Signature \_\_\_\_\_ Sig. of parent/guardian if under 18 \_\_\_\_\_