



## DIVE FRIENDS BONAIRE, YELLOW SUBMARINE, PHOTO TOURS DIVERS

- I am **not a Certified Diver**, however I am receiving instruction in scuba diving and agree to dive exclusively with the above mentioned dive schools within the limitations of the course and I understand that I can not dive independently of the instructional staff until I am completely certified to do so.
- I am a **Certified Diver** trained in the proper use of scuba diving equipment and sport diving procedures.
- I understand and Agree that neither Dive Friends Bonaire, Yellow Submarine, Phototours Divers, 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 or my family, heirs or assigns that may occur as a result of my participation in outdoor activities, scuba diving, snorkelling, swimming (hereafter referred as "water sports") or other activities while a guest of Dive Friends Bonaire, Yellow Submarine, Phototours as a result of the negligence of any party, including the Released Parties, whether passive or active;
- I also hereby affirm that I thoroughly understand the inherent hazards of the activities in which I take part. I understand that these hazards include in brand slight, but not limited to, shallow water black out, air expansion injuries, drowning, decompression sickness, slipping or falling while being at Dive Friends Bonaire, Yellow Submarine, Phototours 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, Yellow Submarine, Phototours
- I understand that many medical conditions are contraindications to diving and outdoor activities, 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 I sign up for with Dive Friends Bonaire, Yellow Submarine, Phototours. Further I agree to dive and/or stay within the limits of my abilities and abide by all rules and guidelines set forth by Dive Friends Bonaire, Yellow Submarine, Phototours;
- I also understand that water sports 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 above listed individuals or companies responsible for the same.
- In consideration of being permitted to use equipment, transportation and services provided by Dive Friends Bonaire, Yellow Submarine, Phototours, 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 water sports and/or taking part in any other activities while I am a guest at Dive Friends Bonaire, Yellow Submarine, Phototours, including all risks connected therewith, whether foreseen or unforeseen.
- If I rent, lease or borrow any equipment from Dive Friends Bonaire, Yellow Submarine, or Phototours, I agree to examine it and use it only if I find it to be in safe condition and good working order, including checking both the quality of combustible air in any scuba tank(s) rented. I understand that the Released Parties shall nor 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, lease 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 water sports or any other activities.
- I understand that all reef areas, corals, fishes, shells and all other organisms around 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 accept that in a difference of opinion, Netherlands Antilles Law will be applicable and the courts of the Netherlands Antilles will be exclusively competent to decide such dispute.
- 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 understand that the terms herein are contractual and not a mere recital and that I signed this document of my own free will and act.

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.

**ON ALL PAYMENTS, and other compromises related to parties  
EXCEPT CASH PAYMENTS, THERE WILL BE A 5% ADMINISTRATIVE SURCHARGE!!**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date