

Miami Museum of Science SUMMER CAMP

“Environmental Explorers” and “Snorkeling” Permission and Waiver Form

Page 1 is for SCUBA Classes; All other classes use page 2

Vessel Liability Release & Waiver • This is a Waiver of Your Rights to Sue

1. I UNDERSTAND THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE RJ DIVING VENTURES, INC., HEREAFTER CALLED THE DIVE STORE AND THE **STARFISH ENTERPRISE I I** AND/OR **WARP FACTOR I**, HEREAFTER CALLED VESSEL, ITS EMPLOYEES, AGENTS, AND DIVE BOATS WHETHER OWNED, OPERATED, LEASED OR CHARTERED AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY ACT OR OMISSIONS ON THEIR PART, INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE.

2. I am by my signature affirming that I am a certified scuba diver or a student diver. I have been taught and understand scuba diving is a hazardous activity with inherent risks and dangers associated therewith including, but not limited to, risks associated with equipment failure, perils of the sea and acts of fellow divers which could result in a serious injury or death. BY WAY OF MY SIGNATURE I EXPRESSLY ASSUME THESE RISKS. I assert that I am physically fit to participate in the sport of scuba diving and snorkeling and I agree by way of my signature that I will not hold any of the above named individuals, persons or entities responsible if I am injured as a result of any medical conditions while scuba diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently taken any drugs or medication which could cause an adverse reaction as a result of combining such drugs and/or medication with scuba diving.

3. Prior to leaving the dock I will inspect all of my equipment to be used and I will notify the dive store of any equipment which I find to not be functioning properly. I will not hold the dive store or any of its employees, agents or dive boats, nor the vessel responsible for my failure to inspect my equipment prior to diving.

4. I will be present and attentive to the safety briefings given by the divemaster and the boat captains. I understand that I have an affirmative duty to plan and carry out my own dive and to be responsible for my own safety. By way of my signature I expressly agree that I will plan my dives as no decompression dives with at least a three minute safety stop at 15 feet prior to ascending to the surface. I fully agree that I will start my ascent at the end of each dive with enough air to guarantee being on the vessel with a minimum amount of air in my tank as required by the dive leader.

5. I will immediately cease and abort my dive if:

- (1) I feel uncomfortable with my diving abilities and/or,
- (2) Diving conditions are worse than those for which I have been trained or for which I am comfortable.

6. I am fully aware and have been trained in the dangers, risks and hazards of holding my breath while diving on compressed air. I fully agree not to hold the above named individuals, entities or vessels responsible for any such act by me. In the eventuality that I become distressed at the surface, I will IMMEDIATELY drop my weight belt and INFLATE MY BUOYANCY COMPENSATOR. I understand that if I want or need any assistance from the Vessel, the Divemaster or the Captain I will give the proper “Diver in trouble” signal. I understand that this activity may be conducted in a remote site by time and distance from a medical facility and a recompression chamber. Nevertheless I expressly wish to proceed with this trip.

7. BY WAY OF MY SIGNATURE ON THIS DOCUMENT IT IS MY EXPRESS INTENTION BY WAY OF THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL INDIVIDUALS, OR ENTITIES OR VESSELS REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE VESSEL, ITS EMPLOYEES, AGENTS AND DIVE BOATS, WHETHER OWNED, OPERATED, LEASED OR CHARTERED FROM ALL LIABILITY ARISING AS A CONSEQUENCE OF ANY ACT OR OMISSION INCLUDING, BUT NOT LIMITED TO, ACTIVE OR PASSIVE NEGLIGENCE. BY WAY OF MY SIGNATURE ON THIS DOCUMENT I FULLY AGREE TO INDEMNIFY AND HOLD THESE ENTITIES NAMED WITHIN THIS DOCUMENT HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OF ANY SORT, PROPERTY DAMAGE OR WRONGFUL DEATH BY MYSELF, HEIRS AND ASSIGNEES, AND I ASSUME EXPRESSLY ALL RISKS IN CONNECTION WITH THE ACTIVITIES OF SNORKELING AND SCUBA DIVING.

8. BY WAY OF MY SIGNATURE GIVEN VOLUNTARILY I EVIDENCE THAT I HAVE READ AND FULLY UNDERSTAND THE DOCUMENT IN ITS ENTIRETY. IF I HAVE ANY QUESTIONS WITH RESPECT TO THE CONTENTS OF THIS DOCUMENT I CERTIFY THAT I HAVE FULLY INFORMED MYSELF BEFORE SIGNING MY NAME BELOW. I FULLY AGREE TO THE TERMS AND CONDITIONS HEREIN AND REALIZE THEY ARE GIVEN IN EXCHANGE FOR THE DIVE STORE AND THE VESSEL ALLOWING ME TO PARTICIPATE IN THIS ACTIVITY. I UNDERSTAND THAT THIS IS A CONTRACT.

Camper's Name _____ Birthdate _____

Parent/Guardian's Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Participants under the age of 18 must have parent or guardian's signature

Parent/Guardian's Signature _____ Date _____



Boat & Snorkeling Release (Page 2 of 2)

1. I understand snorkeling has inherent risks and dangers associated therewith, including but not limited to risks associated with perils of the sea and equipment failure and I specifically assume such risks.
2. I acknowledge that I am physically fit to snorkel and, I will not hold R.J. DIVING VENTURES, INC. and/or the vessels *STARFISH ENTERPRISE II*, *WARP FACTOR I* or the Miami Museum of Science responsible if I am injured as a result of heart problems, lung problems, or other illnesses or medical problems which occur while snorkeling.
3. I will not remove my buoyancy vest (BC) at any time while in the water.
4. If I become distressed on the surface, I will immediately inflate my buoyancy vest (BC) for permanent flotation assistance.
5. I fully understand and am aware that the dive boat has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical care facility.
6. I have read the foregoing in its entirety and agree to the terms and conditions hereinabove set forth on behalf of myself, my heirs and personal representatives.
7. It is my intention by this instrument to exempt and relieve R.J. DIVING VENTURES, INC. and/or the *STARFISH ENTERPRISE II* or *WARP FACTOR I* and their officers, agents, instructors, servants and employees, from any and all liability for personal injury, property damage or wrongful death caused by negligence or otherwise, and I assume all risk in connection with such snorkeling and scuba diving activities and instruction.
8. R.J. DIVING VENTURES, INC. and/or the *STARFISH ENTERPRISE II* or *WARP FACTOR I* has/have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold R.J. DIVING VENTURES, INC. and/or the *STARFISH ENTERPRISE II* or *WARP FACTOR I* its crew, dive boats or passengers responsible for their actions in attempting to perform a rescue or first aid.
9. I UNDERSTAND I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND AGREE TO DO SO.

Camper's Name _____ Birthdate _____

Parent/Guardian's Name _____ Phone _____

Address _____

City _____ State _____ Zip _____

Participants under the age of 18 must have parent or guardian's signature

Parent/Guardian's Signature _____ Date _____