



**BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK**

I, \_\_\_\_\_, hereby affirm that I am a certified diver or a student diver under the control and supervision of a certified 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; panic; decompression sickness; heart attack; hyperventilation; pressure related injuries to the heart, ears, lungs or any other circulatory problems or illness that occur while diving; slipping or falling while on board, being cut or struck by a boat while in the water, injuries occurring while 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 or dives, whether conducted as a recreational dive or part of a diving class. I expressly assume the risk of said injuries and affirm that I will not hold the Released Parties responsible for the same.

I understand and agree that neither *Eagle Ray Services, S.A. de C.V. d/b/a Blue XT Sea Diving*, the crew or owner of the vessel(s), nor **"SHAMU," "BANDIDA II," or any other contracted vessels**, the vessel(s), nor International PADI, Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip which 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 this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active.

**I HEREBY AFFIRM THAT I AM IN GOOD PHYSICAL CONDITION FOR DIVING AND HAVE NO KNOWN MEDICAL CONDITIONS THAT WOULD PRECLUDE ME FROM DIVING. I HEREBY AFFIRM THAT I AM NOT UNDER THE INFLUENCE OF ANY ALCOHOL OR DRUGS THAT IMPAIR MY ABILITY TO DIVE OR THAT ARE CONTRADICTIONARY TO DIVING.**

I understand that even though I may follow all of the appropriate dive practices, there is still some risk of sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume all risks of said injuries. I understand that I am responsible for diving my plan safely and within my own limitations. I will not hold Released Parties responsible for my failure to dive my plan safely.

I \_\_\_\_\_, BY THIS INSTRUMENT, 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 BOAT TRIP AND SCUBA DIVE(S), 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.

I am of lawful age and legally competent to sign this liability release and have fully informed myself of the contents of this liability release and assumption of risk agreement by reading it before I signed it on behalf of myself and my heirs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian (if under 18)

\_\_\_\_\_  
Date