

# XOC-HA - RECORD AND RELEASE OF LIABILITY

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## Personal Information

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Postal Cod \_\_\_\_\_  
Telephone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

## Diving Experience

Total # of Dives: \_\_\_\_\_  
Location of Last Dive: \_\_\_\_\_  
Date of Last Dive: \_\_\_\_\_  
Maximum Dive Depth: \_\_\_\_\_  
Maximum Dive Duration: \_\_\_\_\_

## Certification

Highest Level of Certification: \_\_\_\_\_  
Certification Agency/Certification #: \_\_\_\_\_  
Years Certified to this Level: \_\_\_\_\_  
Dives Made at this Level: \_\_\_\_\_

## EMERGENCY CONTACT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Divers Insurance Company/ Member #: \_\_\_\_\_

## Medical Information

**You are solely responsible to determine your medical and physical fitness to dive or engage in diving activities.** If you have any questions concerning your medical or physical fitness, we recommend you consult your personal physician. Please check any of the following items that apply to your past medical history or present medical condition. If you answer yes to any of these please have a Physician's note saying you are fit for SCUBA diving.

- I am disabled
- I have a nervous system disorder
- I will require assistance
- I am pregnant
- I have a head or back injury
- I am currently suffering from cold or congestion
- I have had decompression sickness (bends) or another diving accident
- I am currently taking medication which may affect diving health  
(list all): \_\_\_\_\_
- I have a history of high blood pressure
- I have a collapsed lung (pneumothorax)
- I have a history of respiratory problems or disease  I have had surgery or a penetrating injury to my chest
- I am diabetic
- I am under the care of a physician or have a chronic illness
- I have a history of seizures, dizziness, fainting or blackouts
- I have had asthma, emphysema, or tuberculosis
- I have hay fever or other allergies
- I have a history of sinus problems I am allergic to: \_\_\_\_\_
- I currently have and/or have suffered in the past from any mental and/or physical disease, illness or disability which would render me unfit for SCUBA diving, SCUBA diving instruction, snorkeling, or any other water sports

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

Date: \_\_\_\_\_

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-In case of a medical emergency, I authorize administration of first aid (including CPR, Oxygen, or AED) or get proper medical attention if necessary. I understand that the nearest hospital or operational recompression chamber may be hours away. **The potential time involved with transport to aid from remote areas poses additional risk to my personal safety. I voluntarily accept this additional risk and am fully prepared to pay all expenses related to evacuation and recompression chamber treatment should it be deemed necessary. I hereby certify that the foregoing is true and correct.**

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**-I recognize** that SCUBA diving activities are physically strenuous and that I may be potentially exerting myself before, during and after in water activities  
**-I certify that** the statements made by me set forth above concerning my personal information, diving experience, and medical information are correct and truthful in all respects. I understand and agree that XOC-Ha accepts no responsibility whatsoever for determining my physical fitness to engage in scuba diving or any other physical activities in which I may participate in connection with the trip for which I intend to be participating in.  
**-I acknowledge and agree that** it is my responsibility to determine, through a thorough medical examination or consultation with my personal physician, my physical fitness for this trip.

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## Assumption of Inherent Risks:

**-I am a certified diver and have been taught, fully understand and appreciate that scuba diving has inherent risks and dangers associated therewith including, but not limited to:** decompression sickness, hypercapnia, hypoxia, hyperoxia, embolism, inert gas narcosis, heart attack, paralysis, injury from marine life, equipment failure or malfunction, explosion/fire from compressed gas cylinders, acts of fellow divers, depletion of the diver's breathing gas supply, becoming lost or disoriented, becoming entangled or entrapped, onset of sudden illness at depth, or other perils which could result in serious injury or death by drowning or otherwise, and **I SPECIFICALLY ASSUME SUCH RISK.**

**-I understand** that breathing gases other than air, equipment such as closed circuit rebreathers, diving deeper than 130 feet, overhead penetration and conducting dives requiring mandatory decompression stops only increase these inherent risks and I have received training specifically to aid me in managing these increased risks should they be part of my diving. Furthermore I have informed my family about the dangers of this dive and the potential risk of injury or death associated with such activity.

**-I am familiar with** the extensive preparation, training, and certification/s necessary to conduct dives and accept sole responsibility for such preparation.

**-I agree** to follow all safety rules and instructions associated with SCUBA Diving and to inform XOC-Ha of conditions that may endanger me or others.

**-I recognize and accept the additional risk of injury or death potentially resulting from solo diving and accept that XOC-Ha neither condemns nor endorses such activity.**

**-I further certify** that I have informed myself of and **fully understand the risks** inherent in scuba diving and other open water activities, and travel to and from dive sites and **I expressly assume all risks involved in such activities.**

**-I expressly understand** and agree that XOC-Ha, its shareholders, agents, employees, volunteers and affiliated companies (hereinafter collectively referred to as "RELEASED PARTIES"), **assume no responsibility or liability** for service, transportation or equipment made available by any airline, travel or booking agency, resort, hotel or other such entity, as to availability or safety, quality or condition, nor for the acts of any employee or agent of such entity.

**-I understand and agree** that the RELEASED PARTIES do not accept or assume any responsibility or liability for my safety, freedom from accident or injury that may arise or result, directly or indirectly, from activities in which I engage on the trip/trips I am present for.

**-I understand and agree** that XOC-Ha reserves the right to deny my participation for any reason whatsoever.

**-I understand and agree** that in the event XOC-Ha determines I put myself or any other divers in harm's way by exhibiting diving practices which are inconsistent with generally acknowledged safety protocols XOC-Ha may deny access to guiding services, transportation, gear or tank rental, or any dive support and **I have forfeited all payments made to date.**

**-I understand** that remoteness of the area, local custom, landowner relations and weather conditions may cause substitution of facilities and/or equipment, and inconvenience or modification to the diving portions of the program itinerary, and XOC-Ha reserves the right to modify and/or cancel diving arrangements due to local conditions. XOC-Ha is not responsible and has no liability for cancellations arising from wars, riots, or other incidents.

**-I further understand** that theft of personal possessions is a possibility in parking areas of diving activities. XOC-Ha will make every effort to inform about security to this end and provide secure storage areas; however, no RELEASED PARTIES bear any responsibility for loss or damage of any personal property during any portion of a trip.

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## WAIVER OF LIABILITY for ORDINARY NEGLIGENCE

**-I further agree that,** in consideration of being allowed to participate in the trip and the activities that may be available in connection with that trip, I hereby waive, release, and absolve the Released Parties of and from any all liability and responsibility for personal injury, property loss, death, and any and all other damages that I may sustain in connection of or arising out of my participation in the trip for which I have applied and the activities made available in connection therewith, whether such injuries, losses or damages result from ordinary negligence of the provider, products liability, strict liability, or fault of any of the RELEASED PARTIES.

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## INDEMNIFICATION

**-I further agree** to defend, indemnify, and hold harmless the RELEASED PARTIES from any and all claims, lawsuits, legal costs, attorney fees, court costs or investigative costs put forth by me or anyone purporting to act on my behalf, including but not limited to; spouse, heirs, administrators and assigns for any such personal injury, property loss, death, or other damages.

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## MEDIA RELEASE

**-I authorize** XOC-Ha. to use, in whole or in part, my name, likeness, image, voice, biography, interview, and performance in connection with all trips, in all manner and media, as XOC-Ha shall determine in its sole discretion.

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## OTHER CONSIDERATIONS

**-I understand and agree that,** in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

**-I further agree** to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES make from time to time.

**-I further agree** to observe strictly and comply with any additional reasonable terms and regulations as the RELEASED PARTIES may from time to time deem desirable or needful or prescribe during the course of the program.

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## **Acknowledgment of Understanding**

I have read the terms and conditions set forth above in their entirety and I understand them and accept them unconditionally. I understand that I am relinquishing substantial legal rights, including the right of financial recovery for injury, death or loss whether they result from the **INHERENT RISKS** of the activity or from the **ORDINARY NEGLIGENCE** of XOC-Ha. and all other RELEASED PARTIES. It is further acknowledged that the signer is **voluntarily** participating in the activity, and is **voluntarily** signing the agreement.

**Participant:** Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness:** Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_