

# Cayman Turtle Divers

(345) 938-0184 CaymanTurtleDivers.com

## WAIVER & RELEASE OF ALL CLAIMS

The undersigned Divers (herein, "Divers," "We," or "we") desire to rent equipment from, enroll in instruction, diving or snorkeling activities from, and/or be transported (such rental transactions, activities, and transport being referred to herein as "Water Sports") to be conducted or furnished by Cayman Turtle Divers, Ltd. Grand Cayman, B.W.I, their owners, principles, agents, employees, dive boats, water taxis, crews, affiliated companies, lessors of vessels and diving equipment, and subcontractors (collectively, whether one or more, "CTD"). We understand that diving has inherent and often extreme risks and dangers associated therewith, including but not limited to risks associated with equipment failure, the risk of being struck by surface craft, perils of transport and of the sea, acts of fellow divers/snorkelers. We specifically assume such risks. We affirm that we are fit for diving, and that we not under the influence of alcohol, nor are we under the influence of any drugs that are contradictory to diving. We will inspect all of our equipment and any equipment we rent from CTD prior to the activity and will notify CTD if any of our equipment is not working properly. We understand that even though we follow all of the appropriate dive practices, there is still risk of our sustaining decompression sickness, embolism or other hyperbaric injuries. We expressly assume the risk of said injuries. We understand that diving/snorkeling is a physically strenuous activity and that we will be exerting ourselves during the diving/snorkeling excursion. We will not hold CTD responsible for injuries or illness resulting from same. We are aware that the dive boat has limited medical facilities. In the event of illness or injury, appropriate medical care will be delayed until we can be transported to a proper medical care facility. In the event that we show signs of distress or call for aid, we would like assistance and will not hold CTD, its dive boats, crew or passengers responsible for their actions in attempting the performance of a rescue or first aid.

**FOR AND IN CONSIDERATION OF CTD PERMITTING US TO PARTICIPATE IN SUCH WATER SPORTS, WE AGREE TO THE ABOVE AND FOREGOING AND HEREBY RELEASE, INDEMNIFY, AND HOLD CTD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR SUITS FOR LOSS, INJURY, DEATH OR DAMAGES OF ANY DESCRIPTION ARISING OUT OF OUR PARTICIPATION IN WATER SPORTS, WHETHER OR NOT SUCH LOSS, INJURY, DEATH OR DAMAGE IS CAUSED IN ANY WAY WHATSOEVER BY AN ACT, OMISSION OR OTHERWISE OF CTD.**

This Waiver & Release, and all of Divers' relationships with CTD, shall be governed by, and construed in accordance with, the Laws of the Cayman Islands, without regard to any choice or conflict of law provisions that would apply the laws of any other jurisdiction. Disputes arising under, out of, or connected with this Waiver & Release, or Divers' participation in Water Sports shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands to which the parties hereby submit for all purposes.

We are legally competent to sign this Waiver & Release of All Claims. If not over the age of 18, our parent or guardian has indicated their agreement and approval on our behalf and theirs by signature below. Parent and/or legal guardian must sign this waiver for any person(s) under 18 years of age.

DIVER NAME	SIGNATURE (Parent/Guardian if under 18)

Signature Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

