

# TOUCAN DIVING & PLAZA RESORT BONAIRE

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

*Please read carefully, fill in all the blanks and initial each paragraph before signing.*

I, \_\_\_\_\_ am a **certified diver** trained in the proper use of scuba diving equipment and sport diving procedures. I also hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death

\_\_\_\_\_ I understand and agree that neither Toucan Diving / Plaza Resort Bonaire nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "released parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in diving while a guest of Toucan Diving / Plaza Resort Bonaire or as a result of the negligence of any party, including the released parties, whether passive or active.

\_\_\_\_\_ In consideration of being allowed to dive while a guest of Toucan Diving / Plaza Resort Bonaire, I hereby personally assume all risks in connection with said diving, whether foreseen or unforeseen that may befall me while I am a guest of Toucan Diving / Plaza Resort Bonaire.

\_\_\_\_\_ I further release, exempt and hold harmless released parties from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my participation in said diving.

\_\_\_\_\_ I also understand, that skin and scuba diving are physically 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, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the released parties responsible for the same.

\_\_\_\_\_ I agree to take full responsibility for my own actions and safety while skin and/or scuba diving with equipment, transportation or other services provided by Toucan Diving / Plaza Resort Bonaire.

\_\_\_\_\_ I also understand, that all reef areas, coral, fish, shells and other organisms around the territory of Bonaire are fully protected by law. I understand that it is a criminal offence to carry a spear gun, to deface, destroy, pollute, injure or molest any reef or reef organism and that failure to comply with such laws will result in imprisonment, fines and/or expulsion from Bonaire.

\_\_\_\_\_ I further state, that I am at lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

\_\_\_\_\_ I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

\_\_\_\_\_ I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, (NAME) \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE TOUCAN DIVING / PLAZA RESORT BONAIRE AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS 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: \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

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

(where applicable)

### CERTIFIED NITROX DIVERS ONLY

I \_\_\_\_\_ am a certified oxygen enriched air diver.

\_\_\_\_\_ I am fully aware of the risks and procedures of enriched air diving.

\_\_\_\_\_ I understand that diving with oxygen enriched air ("Enriched Air") involves inherent risks of oxygen toxicity

\_\_\_\_\_ I will personally verify the oxygen content of each enriched air tank.

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

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

