

SCUBA Waiver

THIS AGREEMENT made the _____ day of _____, _____ BETWEEN (1) _____ of (2) _____ (hereinafter called "the User") and the BERMUDA INSTITUTE OF OCEAN SCIENCES, incorporated under the laws of the State of New York in the United States of America (hereinafter called "BIOS").

WHEREBY IT IS AGREED that in consideration of BIOS making available to the User the boats, diving gear and other equipment relating thereto, belonging thereto, or in the possession of BIOS, and in reliance upon the statement of the User that he/she is a qualified SCUBA diver with a valid diving certificate issued by (3) _____ numbered (4) _____ and with _____ years' experience, with _____ open water dives, the User hereby for himself, his heirs, his personal representatives and dependents, hereby releases, discharges and agrees to hold harmless BIOS, its successors and assigns and its trustees, directors, officers, employees, representatives and authorized agents (individually or collectively) from all actions, proceedings, claims and demands that the User, his heirs, personal representatives and dependents may have for injury (including injury resulting in death) however caused or sustained by the User and for the loss of or damage (however caused) to his personal belongings suffered while using the boats, diving gear or other equipment relating thereto belonging to or in the possession of BIOS, including, but not limited to, such injury, loss or damage resulting directly or indirectly from negligence or failure to take reasonable care to see that the User will be reasonably safe, of BIOS, its trustees, directors, officers, employees, representatives or authorized agents, from the malfunction of diving gear or other equipment, and from operation, use, loading, unloading or unseaworthiness of boats or other watercraft owned, maintained or operated by BIOS.

The User confirms that he/she has read and agrees to obey the diving regulations of BIOS (contained in the BIOS Standards for Scientific Diving Manual) and realizes that he/she is ultimately responsible for his/her own safety. It is clearly the diver's responsibility to refuse to dive if, in his/her judgment, conditions are unsafe.

IN WITNESS THEREOF the parties have signed this agreement the day and year first written above.

Bermuda Institute of Ocean Sciences
by:

User (PLEASE PRINT NAME)

(BIOS Representative sign)

_____/_____
User (signature) / (date)

(BIOS Rep. Print Name)

_____/_____
Witness for User (please print name /sign)

You are required to produce a diver certification card, a copy of which will be kept on file at BIOS and a diver log book verifying your dives.

If user is a minor, parent(s) or legal guardian(s) must also sign.

Parent(s) or Guardians(s) names (please print)

Parent(s) or Guardian(s) (signatures)

KEY:

(1) User's Name (printed)

(2) User's organization name (printed)

(3) Certifying organization name

(4) Certification Number