

DIVER INFORMATION

**Thank you for choosing Keys Diver. We want to make your experience safe and enjoyable.
Please take a moment and fill out all the information requested below to help us serve you better!**

First Name: _____ M.I.: _____ Last Name: _____

Mailing Address: _____

City, State, Zip, Country _____

Cell Phone: _____ Home Phone: _____

Email Address: _____

Date and time of next flight: _____

**Please be prepared to show logbook if we ask. Thank you!*

Date of your last dive? _____ / _____ / _____ Where was your last dive? _____

How many dives have you logged? _____

Have you had any dives below 80 feet / 24 meters in the past 12 months? *circle* Yes or No

If yes, please provide date _____ / _____ / _____ and max depth _____

** **Open Water Dives:** If you have not been diving in the past year or have not completed an ocean dive since your certification or have not logged many dives you may be required to hire an instructor as a guide. Any period over 2 years since your last dive a refresher may be required. **Deep Dives:** All divers must be minimum Advanced certified and have proof of at least 1 dive below 80 feet in the past year. Open Water certified you must show proof of 2 dives below 80 feet in the past 6 months or hire an instructor as a guide.*

DIVER CERTIFICATION

Certification Agency: _____ Certification Level: _____ Certification Date: _____

Certification Number: _____ Instructor: _____

Please show dive card for verification: Keys Diver Staff Initials _____

KEYS DIVER SCUBA COURSES ONLY

Date of Birth (students): _____ / _____ / _____ Gender (students): male or female _____
month in full day year

Keys Diver Instructor Use Only:

Course Type: _____ Instructor: _____ PADI Number: _____

Course completion Date: _____ / _____ / _____

Keys Diver Snorkel & Scuba

99696 Overseas Highway, Key Largo, FL 33037

Keys Water Adventures, Inc., dba Keys Diver Boat Travel, Rental Equipment, and Scuba Diving Liability Release and Assumption of Risk Agreement

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 as well as during the dive activity (**hereafter collectively referred to as "Excursion"**), which may result in serious injury or death. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, 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 such an Excursion, whether conducted as a recreational dive or part of a diving class.

I understand and agree that neither the vessel crew – including captain, mates, or dive professionals acting as guides and/or surface support, nor Keys Water Adventures, Inc., dba Keys Diver – including its owners, officers, employees, agents, or assigns, nor the Keys Diver, the Keys Diver II, the Keys Diver III or any other vessel chartered by Keys Water Adventures, Inc., dba Keys Diver, (**hereinafter referred to as "Vessels"**) nor PADI Americas, Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (**hereinafter referred to as "Released Parties"**) may be held liable or responsible in any way for an injury, death, property damages or other damages to me, my family, estate, heirs or assigns, that may occur as a result of my participation in this Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I also understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this Excursion, and that if I am injured as a result of 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 affirm that I am in good mental and physical fitness for these activities and am not under the influence of alcohol or any drugs that are contradicted to diving. If I am taking medication, I affirm that I have seen a physician and have approval to dive while under the influence of the medication/drugs. I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I am aware that safe dive practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions and environment. I will not hold the Released Parties responsible for my failure to safely plan my dive, dive my plan, maintain buddy contact and follow the instructions of the vessel crew, including the dive briefing.

I affirm it is my responsibility to inspect all of my equipment prior to the Excursion and will notify the Released Parties if any of my equipment is not working properly. If I am renting equipment from Keys Water Adventures, Inc., dba Keys Diver, I will examine the equipment to insure it is free from defects, including checking both the quality and quantity of gas in any scuba tanks rented. I expressly assume all of the risks of scuba diving related in any way to the rental and/or use of this equipment. I understand that the Released Parties shall not be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether active or passive.

I understand the terms herein are contractual and not a mere recital and that I have signed this Agreement 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 unenforceable 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 to 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 stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT, AGREE TO 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 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.

It is my intention that this release be valid and enforceable on the day of my signature and continuing in nature for a period of _____ days thereafter.

Participant's Name: _____ Date: _____

Participant's Signature: _____

Parent/Guardian Name (for participants under 18 years of age): _____

Parent/Guardian Signature: _____

Keys Diver Scuba Diving Policies

All divers are responsible for the following on each dive:

ALL DIVES:

- * All divers are required to have the following fully functioning equipment: Buoyancy Compensator with power inflator, mask, fins, snorkel, regulator with a primary and secondary air source, pressure and depth gauges, and timing device or dive computer.
- * All divers must dive with a buddy at all times and plan procedures in case of separation.
- * All divers are required to listen to the captain and crew's briefing and follow all rules of the vessel.
- * All divers are required to be back on board within the time allotted by the captain and with a minimum of 500PSI remaining in their tank.
- * All divers must stay within the limits of the dive flag.
- * All divers are responsible for planning their dive and diving their plan.
- * No sharing computers.

DEEP DIVES: (All dives below 60ft/18m, but not to exceed 130ft/40m)

- * Decompression diving is absolutely NOT permitted. Divers must plan their dive accordingly.
- * A minimum 3 minute safety stop at 15 feet is strongly suggested as long as air quantity permits.

NIGHT DIVES:

- * In addition to the equipment required in the "ALL DIVES" section above, divers must also have the following: primary and secondary underwater light, tank marker light, and an audible surface signaling device.

Please sign and date that you agree to all of the above requirements.

Signature: _____

Date: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Phone: _____

Relationship: _____