

SCUBABOARD.COM, 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 speargun, 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 SCUBABOARD.COM, 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: _____

Toucan Diving Log Sheet

Name: _____

Room No.: _____

Departure Date: _____ BMP Tag No.: _____ Locker Key No.: _____

Home Address: _____

City: _____ State: _____ Country: _____

Date of Birth: _____ Email address: _____

Occupation: _____ Certifying agency: PADI / SDI / SSI / NOB / _____

Level of dive certification: _____ Number: _____

Nitrox certification agency: _____ Number: _____

Approx. number of dives: _____ Approx. date of last dive: _____

Emergency Contact: _____ Emergency phone#: _____

Dive insurance: yes / no Insurer: _____ Policy#: _____

Guests of Plaza Resort Bonaire - Please return all equipment and weights to the shop on your last day of diving. Loss or damage will be charged at cost. Please check your account the day before your departure. Please be advised that pre-paid packages are not refundable or exchangeable.

I agree to have this account charged to my room.

Signature: _____ Date: _____

Non-guest Divers - All rental and packages must be accompanied by a signed credit card imprint for deposit. Please collect your imprint on check out.

*** OFFICE USE ONLY - Please Do Not Fill In Anything Below ***

Orientation By: _____ BMPT: Cash _____ (staff initial) / Have Already
Rental Equipment: BCD / Reg / Wetsuit / Fins / Mask & Snorkel / Computer

Package Information

Prepaid Package: Y / N Voucher From: _____ (take copy)

Days UL Air: _____ Boat Dives: _____ Courses: _____ Nitrox: Y / N

Boat Dives

[illegible]

Additional Charges

[illegible]