



v1.1 02/23

It is a condition of purchase that all our guests must complete a medical form and agree to the provisions of our waiver as laid out below.

Please note, we do our utmost to ensure the safety of our guests. We have systems in place (including guides, radios, trained boatmen and more) to look after you. However, the ocean and the activity of spearfishing can be dangerous, and you are responsible for your own health and safety so please be careful and stick to conditions within your abilities.

LIABILITY RELEASE AND ASSUMPTION OF RISK ASSESSMENT

In consideration of my being permitted to participate in any and all activities associated with, and conducted by DIVERSWORLD, I hereby affirm that I fully understand and acknowledge

1. the hazards of freediving, spearfishing, fishing and related water activities, and also the hazards occurring during passage, boat travel to and from dive sites as well as transportation in between pick-up and departure point (the Activities).
2. the involved risks and dangers include – but are not limited to – serious bodily injuries, drowning, heart attack, sun stroke, sun burn, air expansion injuries, decompression sickness, embolism or other hyperbaric injuries that require treatment in a recompression chamber, permanent disabilities; 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; all of which can result in serious injury or death. Further risks include the vessel being struck by marine life, vehicle accidents whilst being transferred in between pick-up and departure point.
3. these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants in the Activity, the conditions of which the Activity takes place and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. There may be other Risk and social and economic losses either not known to me or not readily foreseeable at this time.
4. I am mentally and physically fit to participate in the Activities and DO NOT possess any medical conditions, including, but not limited to heart conditions, physical, mental or emotion impairments of any kind that would compromise my health and wellbeing by my participation in the Activities. If I am taking medication, I affirm that I have seen a physician and have approval to dive, spearfish, swim or snorkel while under the influence of the medication/drugs.
5. I am not to spearfish or freedive under the influence of alcohol or any drugs that are contradicted to diving. I understand that swimming, snorkeling, freediving and spearfishing can be physically strenuous, and that I will be exerting myself during this Activity, 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.
6. I hereby at all times on behalf of myself, my family, next of kin and my legal representatives forever release from and hold indemnified Diversworld, as well as the owners of the said business their officers, employees, agents, representatives, sponsors, partners, family members, etc. or persons associated with them (together herein referred to as “The Releasees”) against all liabilities, actions, claims, demands, costs, fees etc. whatsoever, in respect of any injury, disability, death, dismemberment, emotional, mental, or physical impairment, loss or damage to personal property in connection with my participation in any and/or all such Activities whether arising from my negligence, the negligence or default of Diversworld, the owners, their agents or employees or the acts or omissions of other visitors or any other person participating in the Activities, and I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE DIVERSWORLD and/or The Releasees, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.
7. to comply with all rules, regulations, and instructions of all Diversworld its staff or agents in relation to the Activities and events and which are intended for the safe enjoyment of such attractions.
8. to release Diversworld and/or The Releasees from any claim in respect of any bodily injury, including permanent disability, paralysis and death caused by the malfunction of any equipment provided by Diversworld including but not limited to spearguns, masks, fins, snorkel, knives etc.
9. that any personal belongings are brought onto the vessel at the my own risk. I am aware that items such as cameras, mobile phones or tablets may get water damaged.
10. I further state that I am of lawful age and legally competent to sign this agreement, or that I have obtained the written consent of my parent or guardian, granting me permission to participate in The Activities in connection with DIVERSWORLD and further agreeing to all terms of this Liability Release and Assumption of Risk Assessment on my behalf.. 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.
11. I further agree that if any provision of this agreement if 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.

Date ((dd/mm/year)

Print name

Sign name