

# Trip Application

## Waiver and Release of Liability



1754 Timberwood Blvd.  
Charlottesville, VA 22911  
Phone: 434-964-9200  
scuba@connect2diving.com  
www.connect2diving.com

Full Legal Name: \_\_\_\_\_ Trip Destination: \_\_\_\_\_

(As Written on Your Passport)

Address: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Trip Leader: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ T-Shirt Size: \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_ (Daytime) \_\_\_\_\_

Group Airfare - Frequent Flyer Airline \_\_\_\_\_ # \_\_\_\_\_ Known Traveler # \_\_\_\_\_

Please **attach copies** of the following documents:

☐ Diver Ins. & Travel Assist Carrier: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Number: \_\_\_\_\_

☐ Passport Country: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Number: \_\_\_\_\_

☐ Please send copy of your flight itinerary when it is available.

**Emergency Contact:** \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Daytime) \_\_\_\_\_ (Cell) \_\_\_\_\_

Address: \_\_\_\_\_

**Physician Name:** \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

**Diver Information:** Please remember to bring your card with you on the trip.

If you are a certified diver, how would you rate yourself? (Beginner/Intermediate/Experienced) \_\_\_\_\_

☐ Scuba Certification Card Agency: \_\_\_\_\_ Level: \_\_\_\_\_ Number: \_\_\_\_\_

☐ # of Logged Dives: \_\_\_\_\_ Date/Location of last Dive: \_\_\_\_\_

## Waiver and Release of Liability:

I, \_\_\_\_\_, certify that the statements made regarding my experience and physical condition are correct. I understand that if I plan to go scuba diving on this trip, my acceptance on this trip is predicated on my assurance that I am physically fit to engage in ocean scuba diving and that I fully understand the risks involved and I am prepared to assume such risks. I further agree to hold harmless Dive Connections of Virginia, LLC trading as Dive Connections and/or SeaDevil Divers and the trip sponsor, \_\_\_\_\_, and any officers, directors, employees, subcontractors, or agents of these entities in the event of any diving or other accident or injury that I may incur during the above listed trip. I further understand that the remoteness of the destinations I have chosen to may preclude immediate access to appropriate medical care and/or recompression therapy. I state candidly and without reservations that I am willing to assume complete responsibility for all risks encountered during this trip. My signature or the signature of my parents/legal guardians if I am under the age of maturity attests to my understanding and agreement to the above assumptions of risk, and also to the statement of terms and conditions listed on the back of this page which I have read and initialed.

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

Parents/Guardians (if applicable): We, the parents of the above indicated minor, hereby agree and affirm as guardians on behalf of the aforementioned minor that the release shall be binding in all of its terms.

We further agree that either one of us or our guardian designee listed below shall have our joint and individual permission to travel with the aforementioned minor with respects to this trip even where that travel is beyond to borders of the United States.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Designee: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Continued on Reverse Side)

## Trip Application Addendum

# General Information & Policy Statement

**Reservation Policy:** A completed application and a minimum deposit of \$ \_\_\_\_\_ is necessary at time of booking to guarantee your spot on the trip. Full payment must be made at least 60 days prior to departure or unless otherwise stated. Failure to make payment with due will result in your reservation being canceled. Bookings made within 30 days of departure may be assessed additional fees for administrative costs and rates are not guaranteed.

Read & Accepted by Initials: \_\_\_\_\_

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**All Trip Payments are Non-Refundable:** When a trip is reserved by the applicant, it is removed from the trip inventory and no attempt is made to sell that space. Many destinations require certain group sizes to guarantee certain services and/or rates. For this reason, all trip deposits are non-refundable. Once any payment including the final payment is made, they too are non-refundable. We strongly recommend that trip participants obtain trip cancellation and interruption insurance in the event of a forced or unforeseen trip cancellation.

Read & Accepted by Initials: \_\_\_\_\_

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**Trip Modifications:** Dive Connections of Virginia, LLC, SeaDevil Divers and the trip sponsors reserve the right to modify the trip program and/or change the price for any reason. In the event of a price change, the applicant shall have the right to cancel with full refund.

Read & Accepted by Initials: \_\_\_\_\_

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**Responsibility:** Dive Connections of Virginia, LLC, SeaDevil Divers, the trip sponsor, their directors, employees and agents, and the trip leader (collectively referred to as "the parties hereto") are independent of and have no business association, partnership, joint venture ownership, or otherwise with any airline, resort, hotel, carrier, boat operator, or other person or firm providing any service or facility in connections with this travel program. It is expressly understood as agreed that the parties hereto assume no responsibility or liability for service, transportation, or equipment made available by any airline, resort, hotel, carrier, boat operator, or other person or entity, either as to its availability or as to its safety, quality, or condition, nor for the acts of any employee or agent of such establishment, firm or entity. It is also understood and agreed that the parties hereto do not, by acceptance of this applicant assume any responsibility or liability for the safety of any participating individual, particularly when such individual is engaged in underwater activities, whether alone or in groups, under the supervision of the trip leader, or otherwise. Further the parties hereto cannot verify the ability or suitability to scuba dive of any trip participant, and therefore cannot guarantee that the trip participant will be allowed to dive by the dive operator.

Read & Accepted by Initials: \_\_\_\_\_

It is expressly understood that the trip leader is acting only in the capacity of trip facilitator or escort. Although the trip leader may or may not be a certified scuba instructor or divemaster, and will give freely of his or her diving knowledge and experience, the trip leader is not acting as an instructor or divemaster unless specifically noted by a separate agreement

Read & Accepted by Initials: \_\_\_\_\_

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**Release:** The applicant and where applicable, the undersigned parents or guardians of the applicant hereby release and absolve the parties hereto from any and all liabilities for property loss of damage, and/or from any and all damages resulting from death or personal injuries including loss of services arising out of, or in conjunction with applicant's chosen travel program, whether resulting from negligence of anyone in charge of, or participating in said travel program or from ownership, maintenance, use, operation or control of any automobile, ship, airplane, bicycle, boat vehicle, inn, hotel, common carrier, or otherwise.

Read & Accepted by Initials: \_\_\_\_\_

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**Substitution/Cancellation:** It is understood and agreed that the remoteness of the area, new local government regulation, customs, prevailing weather conditions, or any other factors may cause substitution of facilities and/or equipment, minor inconvenience or modification of the travel itinerary. The parties hereto reserve the right to modify or cancel diving arrangements due to unfavorable weather conditions or for any other reason that may affect the safety of the group, and to substitute facilities or equipment if necessary. No refunds can be made for arrangements canceled due to adverse weather, mechanical failure, or for substitution of facilities and/or equipment of for minor inconvenience. Unused portions of trips are non-refundable. Participants denied scuba privileges for any reason whatsoever by the trip leader, boat captain, divemaster or dive operator, including improper documentation of certification, will receive no refunds.

Read & Accepted by Initials: \_\_\_\_\_



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# Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form DIVER ACTIVITIES

Please read carefully and fill in all blanks before signing.

## NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

I understand and agree that PADI Members ("Members"), including \_\_\_\_\_ store/resort, and/or any individual PADI Instructors and Divemasters associated with the program in which I am participating, are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI Americas, Inc., or its parent, subsidiary and affiliated corporations ("PADI"). I further understand that Member business activities are independent, and are neither owned nor operated by PADI, and that while PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the Members' business activities and the day-to-day conduct of PADI programs and supervision of divers by the Members or their associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during this activity, neither I nor my estate shall seek to hold PADI liable for the actions, inactions or negligence of the entities listed above and/or the instructors and divemasters associated with the activity.

## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_ diver name, hereby affirm that I am a certified scuba diver trained in safe dive practices, or a student diver under the control and supervision of a certified scuba instructor. I know that skin diving, freediving and scuba diving have inherent risks including those risks associated with boat travel to and from the dive site (hereinafter "Excursion"), which may result in serious injury or death. I understand that scuba diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. If I am scuba diving with oxygen enriched air ("Enriched Air") or other gas blends including oxygen, I also understand that it involves inherent risks of oxygen toxicity and/or improper mixtures of breathing gas. I acknowledge this Excursion includes risks of slipping or falling while on board the boat, 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. I further understand that the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber. I still choose to proceed with the Excursion in spite of the absence of a recompression chamber in proximity to the dive site(s).

I understand and agree that neither \_\_\_\_\_ store/resort; nor the dive professional(s) who may be present at the dive site, nor PADI Americas, Inc., nor any of their affiliate and subsidiary corporations, nor any of their respective employees, officers, agents, contractors and assigns (hereinafter "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 during the Excursion as a result of my participation in the Excursion or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I affirm I am in good mental and physical fitness for the Excursion. I further state that I will not participate in the Excursion if I am under the influence of alcohol or any drugs that are contraindicated 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 understand that diving is a physically strenuous activity and that I will be exerting myself during the 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 am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. I am aware it is my responsibility to plan my dive allowing for my diving experience and 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, and follow the instructions and dive briefing of the dive professional(s).

If diving from a boat, I will be present at and attentive to the briefing given by the boat crew. If there is anything I do not understand I will notify the boat crew or captain immediately. I acknowledge it is my responsibility to plan my dives as no-decompression dives, and within parameters that allow me to make a safety stop before ascending to the surface, arriving on board the vessel with gas remaining in my cylinder as a measure of safety. If I become distressed on the surface I will immediately drop my weights and inflate my BCD (orally or with low pressure inflator) to establish buoyancy on the surface.



## Release of Liability/Assumption of Risk/Non-agency Acknowledgment Form

# DIVER ACTIVITIES

I am aware safe dive practices recommend a refresher or guided orientation dive following a period of diving inactivity. I understand such refresher/guided dive is available for an additional fee. If I choose not to follow this recommendation I will not hold the Released Parties responsible for my decision.

I acknowledge Released Parties may provide an in-water guide (hereinafter "Guide") during the Excursion. The Guide is present to assist in navigation during the dive and identifying local flora and fauna. If I choose to dive with the Guide I acknowledge it is my responsibility to stay in proximity to the Guide during the dive. I assume all risks associated with my choice whether to dive in proximity to the Guide or to dive independent of the Guide. I acknowledge my participation in diving is at my own risk and peril.

I affirm it is my responsibility to inspect all of the equipment I will be using prior to the leaving the dock for the Excursion and that I should not dive if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to diving or if I choose to dive with equipment that may not be functioning properly.

I acknowledge Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform affective rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the Released Parties, their crew, dive boats or passengers responsible for their actions in attempting the performance of rescue or first aid.

I hereby state and agree that this Agreement will be effective for all Excursions in which I participate for one (1) year from the date on which I sign this Agreement.

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 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 my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, diver name, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES 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 NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT, AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant Signature

Date (Day/Month/Year)

Signature of Parent of Guardian (where applicable)

Date (Day/Month/Year)

Diver Accident Insurance? ☐ NO ☐ YES Policy Number \_\_\_\_\_