

CERTIFIED DIVERS

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF YOUR RIGHTS TO SUE THE KAPALUA DIVE COMPANY, INC. AND THEIR EMPLOYEES, DIVE INSTRUCTORS, DIVEMASTERS, AGENTS, AND ASSIGNS (HEREIN AFTER "RELEASED PARTIES") FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING DIVE ACTIVITIES AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING OR AS A RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES.

1. I acknowledge that I am a certified scuba diver trained in safe diving practices.
2. I am aware of the risks inherent in this sport and accept these risks.
3. I am in good mental and physical fitness for diving, and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory 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.
4. I am aware of the dangers of breath holding while scuba diving, and I will not hold the Released Parties and related entities (such as employees, instructors, certified assistants, boat operators, or diver training agencies) responsible if I am injured doing so.
5. I am aware that I will be diving with a buddy, and it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water conditions. I will not hold the Released Parties responsible for my failure to safely plan my dive.
6. I will inspect all of my equipment prior to the activity and will notify the Released Parties if any of my equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving.
7. I acknowledge that I am physically fit to scuba dive, and I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving.
8. I understand that even though I follow all of the appropriate dive practices, there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries.
9. I expressly assume the risk and accept all responsibility to plan my dive and dive my plan.
10. I understand that scuba diving is a physically strenuous activity and that I will be exerting myself during this diving excursion, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold Released Parties responsible for the same.
11. I understand that on this open-water diving trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
12. I affirm that I have been advised of the specific risk involved in the use of an Underwater Propulsion Unit (Scooter) and understand that a direct ascent or direct descent using the scooter can lead to serious injury, and I expressly assume the increased risk of diving with such a device.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE KAPALUA DIVE COMPANY, INC. IT'S DIVE GUIDES, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES.
 I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature:	Date:
Signature of Parent or Guardian if under 18 years old:	

Kapalua Dive Company, Inc.
DIVER INFORMATION

Name:		Date:	Age:
Address:	City / State:		Zip:
Phone:	E Mail:		

ACTIVITY INFORMATION

ACTIVITY	DATE	KDC GUIDE
BEACH DIVE		
SCOOTER DIVE		
KAYAK DIVE		
NIGHT DIVE		
BOAT TRIP		