

PLEASE COMPLETE ALL SECTIONS

Full Name: _____ DOB: ____/____/____ Age: _____
Day Month Year

Home Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: _____ E-mail: _____

Condo/Hotel: _____ Room # _____ Departure Date: ____/____/____
Day Month Year

EMERGENCY CONTACT

 Name *(not the person you are diving with!)* Phone Number

 Relationship *(Spouse/Sibling/Parent etc.)*

CERTIFICATION DETAILS

Dive Agency: _____ Level: _____ Cert Card Number: _____
(PADI / SSI / NAUI) (OW / ADV / DM).

Date of most recent dive: ____/____/____ Location: _____ First Certified ____/____/____ No. of Dives: _____
Month/Year Year

PAYMENT DETAILS

VISA . Mastercard . AMEX : _____ . _____ . _____ . _____

Name on card _____ Security Code _____ Exp. Date. ____/____/____
Month/Year

OR - Credit card details previously submitted through RESERVATIONS LINK

TELEPHONE

Cancellation Policy

Activities cancelled within 48 hours of the scheduled departure time, will be charged for the full rate of the scheduled activity. Advanced reservations may be cancelled with minimum 7 days notice, at no charge. Activities cancelled with less than 7 days, but more than 48 hours notice, will be charged 50% of the full rate of the scheduled activity. For the period December 18th to January 7th inclusive, a minimum of 4(four) weeks notice of cancellation is required. Notice must be received in writing to dive@indigodivers.com. Activities cancelled with less than 4 weeks notice, will be charged at 100% of the scheduled activity. Nitrox, equipment rental & Kitiwake fees excluded. In the event that Indigo Divers are able to re-sell your reservation, no cancellation charges will be applied.

I, the undersigned, accept & agree to the terms of the cancellation policy outlined above.

 Participant Signature Date ____/____/____
Day/Month/Year

 Signature of Parent or Guardian Date ____/____/____
Day/Month/Year

INDIGO DIVERS

WAIVER, RELEASE & INDEMNITY AGREEMENT

This is a release of your rights to engage in any legal action involving Indigo Divers or Executive Divers Ltd. (herein after referred to as THE COMPANY) or any of it's employees, agents and assigns for personal injuries or wrongful death that may occur during the forthcoming dive, snorkel and/or watersports activity (including boat transportation) as a result of the inherent risks associated with such activity or as a result of negligence.

After reading, sign your INITIALS next to each of the following statements.

_____ I am aware of the inheret risks of snorkeling / scuba diving and accept these risks.

_____ I affirm that I am in good mental health and physically fit for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contradictory 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 acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold THE COMPANY or any of it's employees, agents, or assigns responsible if I am injured as a result of heart, lung, ear, circulatory problems or other illnesses that occur while diving and/or snorkelling.

_____ I understand that scuba diving / snorkelling 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 the said injuries and I will not hold THE COMPANY or any of it's employees, agents, or assigns responsible for the same.

_____ It is the intention of the undersigned by this instrument to exempt THE COMPANY and it's officers and employees, agents and assigns as defined above from all liability whatsoever, for personal injury, property damage and wrongful death caused by negligence.

_____ EQUIPMENT - I hereby accept all responsibility for proper functioning of the equipment and accept the equipment in the condition as is whether my own or provided to me by THE COMPANY. I affirm that I have examined the equipment prior to the activity and have satisfied myself that it is in good order and working condition. I acknowledge that THE COMPANY makes no express or implied warranties regarding the equipment provided by it, including any warranty of merchantability, fitness for a particular purpose or otherwise, as it is impractical for THE COMPANY to fully test each piece of equipment onshore. THE COMPANY accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I will not hold THE COMPANY or any of it's employees, agents, or assigns responsible for my failure to inspect my equipment prior to the activity and I agree that the use of said equipment is at my own risk. I shall return the same in good order and working condition and shall be financially liable for any deviations therefrom.

_____ RELEASE OF LIABILITY - I fully understand that scuba diving, snorkeling and other watersport activities (including boat transportation) is at my own risk and hereby release THE COMPANY and it's officers and employees, agents and assigns and save them harmless from all claims, loss, damage, injury, and liability arising from any injury and/or illness sustained by me while engaged in diving, snorkelling, or any watersports; caused or occasioned by reason of the perils or dangers of the sea; or by reason of the act of omission, negligence or default of any other diver(s), snorkeller(s), or person(s) engaged in watersports or as a consequence of illness or disease or disability which renders such person(s) unfit for diving, snorkelling, or any watersports, and I hereby expressly assume all risks of scuba diving, snorkeling and/or other watersports.

_____ This agreement shall be determined according to the laws of the Cayman Islands and shall be adjudicated in the courts of the Cayman Islands to the exclusion of any other courts.

_____ I, on behalf of my heirs, executors, administrators or assigns, agree that in the event of any claim for personal injury, property damage or wrongful death, shall be prosecuted by/or on my behalf against THE COMPANY, it's officers, employees, agents or assigns, I or my estate shall indemnify and hold harmless the same from any and all claims or causes of action by whomever or wherever made or presented, from personal injuries, property damage or wrongful death.

SCUBA DIVERS ONLY:

_____ I acknowledge that I am a certified diver trained in safe diving practices.

_____ I am aware of the dangers of breath holding while scuba diving, and will not hold THE COMPANY or any of it's employees, instructors, certified assistants, boat operators or diver training agencies responsible if I am injured in doing so.

_____ I am aware that safe diving practices require that I dive with a buddy, and it will be my responsibility to locate a buddy, and plan a dive, allowing for our diving limitations and prevailing water conditions. I will not hold THE COMPANY responsible for my failure to safely plan and execute my dive.

_____ I understand that even if I follow all the appropriate dive practices, there is still some risk of sustaining decompression sickness, embolism or other hyperbaric injuries and I expressly assume the risk of said injuries.

_____ I also expressly assume the risk and accept the responsibility to plan my dive and dive my plan.

_____ I understand that on the open water diving trip I will be at a remote site and that there will not be immediate medical and/or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot. I understand that if I violate any Standards and Procedures, regulations or Laws of the Cayman Islands that my dive trip(s) will be forfeited.

_____ I acknowledge that I am required to dive with a dive computer at all times and hereby affirm that it is my responsibility to understand the operation of the dive computer, whether my own or provided to me by THE COMPANY, that I will use in conjunction with safe diving practices prior to any diving activities. I agree to stay within the no-decompression limits of the dive computer and will follow the recommendations the dive computer displays. I agree that if the computer recommends I do not dive for any reason I will refrain from doing so for as long as the computer manufacturer recommends and understand that THE COMPANY will adhere and defer to the manufacturers recommendations.

I acknowledge that I have read the foregoing paragraphs and expressly agree to all of them.

NAME (please print) _____ Signature of Participant _____

Signature of Parent or Guardian _____ Date _____