

Belize Dive Haven
Waiver, Release, and Indemnity Agreement



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

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

___ I am aware of the inherent risks of this sport 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 am aware of the dangers of breath holding while scuba diving, and will not hold Belize Dive Haven or any of its employees, instructors, certified assistants, boat operators or diver training agencies responsible if I am injured in doing so.

___ I am aware that I will be diving with a buddy, and it will be our responsibility to plan a dive, allowing for our diving limitations and prevailing water conditions. I will not hold Belize Dive Haven responsible for my failure to safely plan and execute my dive.

___ I will inspect all of my equipment prior to the activity and will notify Belize Dive Haven or its employees if any of my equipment is not working. I will not hold Belize Dive Haven or any of its employees, agents or assigns responsible for my failure to inspect my equipment prior to diving.

___ I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold Belize Dive Haven or any of its 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 snorkeling.

___ I understand that even though 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 scuba diving/snorkeling 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 Belize Dive Haven or any of its employees, agents or assigns responsible for the same.

___ 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 Belize or the Code of Safety Requirements or Standards of Belize Dive Haven, that my dive trip(s) will be forfeited.

___ It is the intention of the undersigned by this instrument to exempt Belize Dive Haven and its 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 the equipment in the condition as is. I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. Belize Dive Haven accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. 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.

___ I acknowledge I am diving with a computer and understand how to use the computer and have been given sufficient knowledge on how the computer works. I agree to stay within the limits of the dive computer and to follow recommendations the dive computer displays, I agree that at any time and for any reason the computer recommends I do not dive I will refrain from doing so for as long as the computer recommends.

___ 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 Belize Dive Haven and its officers and employees, agents or 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, snorkeling or any watersports; caused or occasioned by reason of the perils or dangers of the sea; or by reason of the act, omission, negligence or default of any other diver(s), snorkeler(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, snorkeling or any watersports, and I hereby expressly assume all risks of scuba diving, snorkeling and/or other watersports.

___ Unless I advise the staff otherwise, I give permission for identifiable photos or videos that include me taken by Belize Dive Haven staff to be shared on SOCIAL MEDIA as part of marketing tactics. Such photos or videos will NOT include specific identification of me beyond first name, my state or country, and group name if part of a group.

___ This agreement shall be determined according to the laws of Belize and shall be adjudicated in the courts of Belize to the exclusion of any other courts.

___ I, on behalf of myself and 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 Belize Dive Haven, its 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.

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 _____

Compliance Agreement



Dive packages begin the day after arrival and end after the morning dives on the day before departure. **There are no refunds or transfers for unused portions of any dive package.**

I agree to comply with all Belize Dive Haven rules and regulations. By **initialing** I specifically agree to the following:

_____ I agree to abide by the 18-hour minimum dive/fly policy. Flying out on a morning flight prohibits diving the afternoon on the day before departure.

_____ I agree to stay within the maximum depth limit of 110 feet (computer and table divers).

_____ I agree to adhere to the maximum dive profiles set by the Divemasters.

_____ I agree to maintain a no-gloves and hands-off policy towards all marine life. This includes, no feeding, harassing, molesting, or touching of any marine life and corals.

Note to Photographers: No camera or hand contact with the reef.

_____ I agree to practice safe buddy procedures and that each buddy in the team must have and use their own computer. Minimum equipment includes: BCD with power inflator, regulator with alternate air source (octopus, etc.), depth gauge and timing device (which can be the computer), mask and fins.

_____ I acknowledge that willfully violating Belize Dive Haven rules and regulations may cause forfeiture of any and all dives, and/or use of camera equipment, without a refund.

Guest Name (please print) _____

Signature _____ Date _____

Signature of Parent/Guardian _____

