

Pisces Diving Charter CC
Registration No: 1994 / 014487 / 23

RELEASE OF LIABILITY, WAIVER OF CLAIMES, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Full Names: **Cell Phone:**
Identity Number/ Passport No: **Dive School:**
e-Mail: **DAN Member:**
Dive Agency and Qualification: **Diver No:**
Medical Aid: **Medical Aid No:** **Medic Alert:**

I, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Snorkeling and/or Skin Diving and/or Free Diving and/or Scuba diving. I fully understand that these risks can lead to severe injury and even loss of life. I understand that diving operations may be conducted at a site that is remote from a decompression chamber; nevertheless, I choose to proceed even in the absence of a decompression chamber. Additionally, I understand that there are also risks associated with dive travel, including, but not limited to the possible injury or loss of life as a result of a dive boat accident, as well as travel to and from dive sites. Despite the potential hazards and dangers associated with the activity of diving, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from diving activities which could result in personal injury, loss of property, loss of life and property damage to me on this dive or any future dive with Pisces Diving Charter CC.

In consideration of being allowed to participate in Snorkeling, and/or Skin Diving, and/or Free Diving and/or Scuba Diving activities as well as the use of any of the facilities and the use of equipment of the below listed Releasees, I hereby agree as follows:

1. **TO WAIVE AND RELEASE ANY AND ALL CLAIMS** based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities hereafter referred to as the Releasees:
 - Dive Facilitators:** J L Olivier and R Williams
 - Facility:** Pisces Diving Charter CC / Swimming Pool Facilities
 - Dive Leaders:** Any and all Instructors / Divemasters / Guides, contracted by the Facility
 - Other:** Any and all Vehicle/Boat transport operated by the Facility
 - Skipper:** J L Olivier & Any Other Qualified Skipper, contracted by the Facility
2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property loss or damage or wrongful death arising from Snorkeling, Skin Diving, Free Diving and/or Scuba Diving activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life, which may occur to me during Snorkeling, Skin and/or Scuba Diving activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than that which is set forth in this agreement. I further agree that this Agreement shall be governed in accordance with the laws of the Republic of South Africa.
4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract shall then be construed as though the unenforceable provision had never been contained in this document.
5. **In the event of my being severely injured, the most qualified diver in the group will have the right to decide in which manner I must be evacuated and treated and I accept liability for the cost of both the evacuation and treatment.**
6. I further acknowledge that I am solely responsible for my bottom times and associated decompression status and will declare my expected bottom time to the Divemaster at the briefings before launches for all repetitive dives and that the Divemaster/Instructor in charge of the group is not responsible for my bottom time and associated decompression status.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent's or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this Agreement and by their signature they, on my behalf release all claims both they and I have.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN:

PARENT/GUARDIAN NAME: **DATED AT SODWANA BAY ON:**