

# SUGAR BEACH

A VICEROY RESORT • ST. LUCIA

## CERTIFIED DIVER INFORMATION & WAIVER SHEET

### PERSONAL INFORMATION

FULL NAME

ADDRESS

CITY

COUNTRY

### CERTIFIED INFORMATION

AGENCY

NUMBER

LEVEL

DATE OF CERTIFICATION

DIVE INSTRUCTOR NO

DATE OF LAST DIVE

DEPARTURE DATE

### Affirmation & Liability Release

I understand and agree that Sugar Beach A Viceroy Resort, Jalousie 1996 Ltd., The Viceroy Hotel Group, VIH Sugar Beach, Viceroy International Holdings Ltd., VIH Cayman Ltd and its employees, affiliates, subsidiaries, agents, landlords, representatives, successors and assigns, nor PADI International INC. are not be liable in any way for any occurrence with this diving programme, I hereby personally assume all risk in connection with the programme for any harm, injury or damage which may occur while I am participating in this programme including, without limitation, all risk connected therewith, whether foreseen, whether or not occurring as a result of negligence of Sugar Beach A Viceroy Resort, Jalousie 1996 Ltd., The Viceroy Hotel Group, VIH Sugar Beach, Viceroy International Holdings Ltd., VIH Cayman Ltd and its employees, affiliates, subsidiaries, agents, landlords, representatives, successors and assigns, and PADI International INC.

I understand and agree that the open water diving trips in this programme are conducted at dive sites that are remote and as a result the closet recompression chamber is at The Tapion Hospital located in Castries St. Lucia.

### Flying after Diving Recommendations

(1) For single dives within the no decompression limits, a minimum pre- flight surface interval of 12 hours is suggested. (2) For repetitive dives and/ or multi-day dives within the no decompression limits, a minimum pre-flight surface interval of 18 hours is suggested. (3) For dives requiring decompression stops, a minimum pre-flight surface interval greater than 18 hours is suggested.

I further state that I am of legal age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.

The information I have provided is my intention by this instrument to accept and release Sugar Beach A Viceroy Resort, Jalousie 1996 Ltd., The Viceroy Hotel Group, VIH Sugar Beach, Viceroy International Holdings Ltd., VIH Cayman Ltd and its employees, affiliates, subsidiaries, agents, landlords, representatives, successors and assigns, and PADI International INC.

I acknowledge that I have read and it has been explained to me, and I understand the preceding statement before signing it. My medical history is correct to the best of my knowledge. I verify that I am physically fit, nor under the influence of alcohol or drugs at this time and qualified to participate in this activity.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Room Number

# SUGAR BEACH

A VICEROY RESORT • ST. LUCIA

## DISCOVER SCUBA MEDICAL FORM

### PERSONAL INFORMATION

FULL NAME

ADDRESS

CITY

COUNTRY

POST CODE

PHONE

EMAIL

BIRTHDAY

ROOM #

### EMERGENCY CONTACT INFORMATION

FULL NAME

RELATIONSHIP

ADDRESS

CITY

COUNTRY

POST CODE

Scuba Diving requires a level of good health and fitness and to ensure that participants are not excessively overweight or out of shape. Respiratory and circulatory systems must be in good condition.

Avoid diving if you have certain medical conditions like heart problems, epilepsy, asthma, or if you're under the influence of alcohol or drugs. If taking any medication, please consult your doctor before participating in this program.

Please answer the following questions on your past and present medical history. If you are not sure, answer YES. If any of these points apply to you, we must request that you consult with a physician prior to participating in Scuba Diving. Your instructor will supply you with a PADI Medical Statement and Guidelines for Recreational Scuba Diver's Physical Examination to be taken to physician.

Do you currently have an ear infection?

Do you have a history of ear disease, hearing loss or problems with balance?

Do you have a history of ear or sinus surgery?

Are you currently suffering from a cold, congestion, sinusitis or bronchitis?

Do you have a history of respiratory problems, severe attacks of hay fever, allergies, or lung diseases?

Have you had a collapsed lung (pneumothorax) or history of chest surgery?

Do you have active asthma or history of emphysema or tuberculosis?

Are you currently taking medication that warns about any impairment of your physical or mental abilities?

Do you have behavioural health, mental or psychological problems or a nervous system disorder?

Are you or could you be pregnant?

Do you have a history of colostomy?

Do you have a history or suffered from heart disease, heart attacks, heart surgery or blood vessel surgery?

Do you have a history of high blood pressure, angina, or take medication to control?

Are you over 45 and have a family history of heart attacks or strokes?

Do you have a history of bleeding or other blood disorder?

Do you have a history of diabetes?

Do you have a history of seizures, blackouts or fainting, convulsions or epilepsy or take medications to prevent them?

Do you have a history of back, arm leg problem following an injury, fracture or surgery?

Do you have a history of fear of closed or open spaces or panic attacks (claustrophobia or agoraphobia)?

## Discover Scuba Diving Safe Diving Practices

These practices have been compiled for your review and acknowledgment and are intended to increase your comfort and safety while diving.

I understand that upon completing the Discover Scuba Diving Program, I will not be qualified to dive independently without a certified professional guiding me.

To equalize my ears and sinus air spaces, I will need to blow gently against pinched nostrils every few feet/ one metre while descending.

If I have discomfort in, my ears or sinuses during descent, I should stop my descent and alert my instructor. Underwater, I should breathe slowly, deeply, continuously and never hold my breath.

I should respect underwater life and not touch, tease or harass an underwater organism since it may harm me and/or I may harm it.

I can seek further training from the PADI Dive Centre, Resort and Instructor to become certified to dive without a professional guide.

## Liability Release and Assumption of Risk Agreement

I \_\_\_\_\_ hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

I affirm I have read and understood the Safe Diving Practices and have had any questions answered to my satisfaction. I understand the importance and purposes of these established practices. I recognize they are for my own safety and well being, and that failure to adhere to them can place me in jeopardy when diving.

I understand that diving with compressed air involves certain inherent risks: decompression sickness, embolism or other hyperbaric injury can occur that requires treatment in a recompression chamber. I further understand that this program may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I choose to proceed with this program in spite of the absence of a recompression chamber in proximity to the dive site.

The information I have provided about my medical history on the Medical Questionnaire is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I understand and agree that neither the dive professionals conducting this program nor the facility through which this activity is conducted namely Sugar Beach A Viceroy Resort, Jalousie 1996 Ltd., The Viceroy Hotel Group, KIH Sugar Beach, KOR International Holdings Ltd., KOR Cayman Ltd , affiliates, subsidiaries, employees, agents, landlords representatives, successors and assigns nor PADI, Inc (hereinafter referred to as the Releases) will not 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 as a result of my participation in this program or as a result of negligence of any party, including the Releasees, whether passive or active.

The above signed further expressly agrees that the Waiver is intended to be as broad and inclusive as is permitted by the laws of St. Lucia and that if any portion thereof is held invalid, it is agreed that the other part shall, notwithstanding, continue in full legal force and effect.

The undersigned also hereby submits to the courts of St. Lucia, in the event of any dispute arising from this Waiver, clearly and completely waiving to any other jurisdiction that the undersigned might be entitled for reasons of domicile or any other.

In consideration of being allowed to participate in this program, I hereby personally assume all risks for any arm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this program, including but not limited to the academics, confined water and /or open water activities.

I further release and hold harmless the Discover Scuba Program and the Releasees from claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this program.

I further understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this program and that if I am injured as a result of heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injuries and that I will not hold the Releasees responsible for the same.

I further state that I am of lawful age legally competent to sign this Assumption of Risk and Liability Release Agreement, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital and that I have signed this Release of my own free will and with the knowledge that I hereby agree to waive my legal rights. I further agree if any further provision of this agreement 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 \_\_\_\_\_, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE DIVE PROFESSIONALS CONDUCTING THIS ACTIVITY, THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED AND INTERNATIONAL PADI INC. AND ALL RELATED ENTITIES AND RELEASED PARTIES AS 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 OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/ Guardian Signature (where applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Emergency Contact Information**

Name: \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

**Flying after Diving Recommendations**

(1) For single dives within the no decompression limits, a minimum pre-flight surface interval of 12 hours is suggested. (2) For repetitive dives and/ or multi-day dives within the no decompression limits, a minimum pre-flight surface interval of 18 hours is suggested. (3) For dives requiring decompression stops, a minimum pre-flight surface interval greater than 18 hours is suggested.



# 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 or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)

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