



# SCUBAQUA DIVE CENTER / IM DIVING NV RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

(By signing this document I am giving up my rights to sue the Released Parties referred to below.)

In consideration for being provided access to any recreational activities, including, but not limited to, SCUBA diving, boating, kayaking, snorkeling, swimming, hiking and as well the transport on the back of the truck to the harbor offered by Scubaqua Dive Center / IM Diving NV St Eustatius or by any third parties who provide recreational services to guests of Scubaqua / IM Diving NV, I hereby personally assume all risk of these recreational activities, including those risks foreseen and unforeseen, that may befall me while participating in these recreational activities.

I understand that diving with compressed, and any mixture of oxygen and nitrogen (nitrox), air involves certain inherent risks. Decompression sickness, embolism, or hyperbaric injuries can occur that require treatment in a recompression chamber. I still choose to participate in scuba diving activities. In consideration of being allowed to participate in scuba diving activities, I hereby personally assume all risk in connection with scuba diving, for any harm, injury or damage that may befall me while I am participating in scuba diving. I understand the risks of embarking and disembarking the boat and truck and all risks connected therewith, whether foreseen or unforeseen.

I understand and agree that neither Scubaqua Dive center / IM Diving NV, St Eustatius, nor any of their affiliates or subsidiary corporations (PADI, CMAS), nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as 'Released Parties') may be held liable or responsible in any way for any injury, death or other damages sustained by me, my family estate, heirs or assigns that may occur as a result of my participation in the recreational activities referenced above as a result of the negligence of any party, including the Released Parties, whether passive or active.

I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition before I go diving. I hereby accept the equipment in the condition as is. Scubaqua Dive Center / IM Diving NV 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 agree that any and all suits or claims against the Released Parties will be disputed only on Sint Eustatius, accepting the laws applicable on the islands Bonaire, Sint Eustatius and Saba (BES-law) and the local laws of Sint Eustatius. No complaints, suits or demands will be filed in any other country regardless of the client's country of origin or address. I accept the laws of the islands Bonaire, Sint Eustatius and Saba (BES-law) and the local laws of Sint Eustatius and the court of the Sint Eustatius for all disputes of any kind.

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 I have the authority to do so and that my heirs, assigns or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, LOSS OR 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 ASSUPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of acceptance of above statement: Name: \_\_\_\_\_

Or signature of parent or legal Guardian

Date \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Scubaqua is the diving school of I.M. Diving N.V., a closed corporation under the laws of the Dutch Caribbean, hereinafter referred to as: 'Scubaqua'.

#### GENERAL

1. The following general terms and conditions are applicable to all services and supplies of Scubaqua. Scubaqua can change these terms and conditions. The terms and conditions as applicable at the time of the booking remain applicable to already booked diving or snorkeling trips or other services.
2. Through signature of the registration form the participant declares that he/she agrees with the general terms and conditions of Scubaqua.
3. All participants in activities of Scubaqua must follow the indications or instructions of Scubaqua and its employees. Canoe trips, snorkeling and diving out at sea are subject to special inherent risks. Everybody who uses a service of Scubaqua declares through signature of the registration form that he / she is well aware of these risks and that Scubaqua shall not be liable for damages that occur when these risks materialize.
4. Transportation of the divers by Scubaqua from the Dive Center to the harbor in the back of the truck is completely at own risk of the guest.

#### DIVERS

5. Each diver at Scubaqua must be in possession of a valid license to dive in open water issued by a diving organization like PADI, CMAS, NAUI, SSI, NOB, or comparable. -
6. Supervision of licensed divers only takes place by way of assistance when exploring the underwater environment. Licensed divers are personally responsible for performing all safety measures in accordance with the rules and instructions as prescribed by the diving organization that they are licensed with.
7. Divers are personally responsible for specification of the number of previous dives and previous experience. They are deemed to comply with the suitability requirements or regulations that are prescribed by their diving organization, including the medical suitability requirements.

**Scubaqua rejects any liability when the same are absent. Scubaqua exclusively checks the license. Other requirements or regulations fall under the personal responsibility of the diver.**

8. For safety reasons Scubaqua can at any time cancel the supervision and/or abort the dive or exclude a diver from participation in a supervised dive. All at the discretion of Scubaqua.
9. If the guest chooses to store private dive equipment and/or belongings at the dive center, this will be completely at the own risk of the guest in case of loss, damage or theft.

#### STUDENT DIVERS

10. Student divers (divers without open water or 1\* license) receive instruction in accordance with CMAS or PADI standards. Diving takes place under the supervision of an authorized CMAS or PADI instructor. Student divers must be able to swim independently. In case of student divers under 18 the registration form must also be signed by a person exercising the parental authority over the minor.

#### SNORKELING TRIPS

11. Snorkeling under supervision of Scubaqua exclusively implies the instruction about and the supply of snorkeling material.
12. Scubaqua shall not be responsible for the stay and transportation on board a ship that does not belong to Scubaqua, the anchorage and getting in and out of the water.
13. Participants in the snorkeling trip must be able to swim independently. Scubaqua cannot supervise all participants.

#### DIVERS AND GUESTS / TOUR OPERATOR / STAY

14. Diving reservations are offered via travel agents and tour operators and via the website of Scubaqua. In case of a combined offer of diving and staying at St. Eustatius Scubaqua exclusively acts as the diving organization and, as the occasion arises, as the broker in terms of stay, accommodation or other facilities. The booking, the stay and other facilities

as well as the implementation of the same exclusively take place under the responsibility of the tour operator or organization that offers the stay. Scubaqua cannot warrant defects in the implementation of the same, barring the diving.

#### RENTAL

15. The rental of a kayak and snorkel equipment takes place at one's own risk. Scubaqua does not supervise kayaking / snorkeling out at sea.

#### STENAPA

16. The activities of Scubaqua largely take place in the Marine Park STENAPA. Special official rules apply to activities in the Marine Park. Everybody is deemed to comply with these rules. Costs for access to the Marine Park are charged separately.

#### CHOICE OF LAW AND COMPETENT COURT

17. The law applicable on the islands Bonaire, Sint Eustatius and Saba (BES-law) and the local laws of Sint Eustatius are applicable to all agreements and commitments concluded with Scubaqua. Disputes shall exclusively be brought to the cognizance of the competent court on Sint Eustatius regardless of the client's country of origin or address.

18. Everybody who uses a service of Scubaqua declares that he/she waives the right to bring disputes with Scubaqua to the cognizance of an authority outside of the territory of Sint Eustatius. Disputes are exclusively assessed pursuant to the applicable law of the islands Bonaire, Sint Eustatius and Saba, and local laws of Sint Eustatius,, including but not limited to the establishment of liability and/or the terms of the scope of damages.

#### LIABILITY

19. Everybody who uses a service of Scubaqua declares that he/she waives the right to bring disputes with Scubaqua and/or third parties, to the cognizance of an authority outside the territory of Sint Eustatius. Disputes are exclusively assessed pursuant to the applicable law on the islands Bonaire Sint Eustatius and Saba and local laws of Sint Eustatius.

20. Everybody who uses a service of Scubaqua is required to sign the form 'release of liability and express assumption of risk' declaration'.

The provisions set forth under 17, 18 and 19 are equally applicable to family, heirs and successors in title.

Liability of Scubaqua shall in all instances be limited to the amount paid out under its liability insurance in a specific instance plus possible excess. A copy of the liability insurance is available in the store.

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Signature