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.  The complete terms and conditions are available and can be downloaded on the website of Scubaqua: www.scubaqua.com. The terms and conditions  are also available in the diving store. The terms and conditions below are an extract from the same.
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

1. 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. If guest chooses to store private dive equipment and/or belongings at the dive center this will be completely at own risc of the guest.
2. 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.
3. 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. 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. APPLICABLE LAW AND LIABILITY

17. The law applicable in the Kingdom of the Netherlands and/or at the island of St. Eustatius is applicable to all agreements and commitments  concluded with Scubaqua. Disputes shall exclusively be brought to the cognizance of the competent court in accordance with the applicable law.

18. Everybody who uses a service of Scubaqua declares through signature of the registration form that he / she waives the right to bring disputes with  Scubaqua to the cognizance of an authority outside of the territory of St. Eustatius or the Kingdom of the Netherlands. Disputes are exclusively assessed pursuant to the applicable law in the Kingdom of the Netherlands and/or St. Eustatius, both in terms of the establishment of liability and in terms of the scope of damages.

The provisions set forth under 17 and 18 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.