

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Hotel: \_\_\_\_\_

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

Email: \_\_\_\_\_ Departure Date: \_\_\_\_\_

### EMERGENCY CONTACT INFORMATION

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### MEDICAL & LIABILITY RELEASE

**MEDICAL STATEMENT:** For your safety, please tell us if there is anything we should know about regarding your health. This information will be stored securely and used to determine fitness for activities. Many activities are exciting and demanding. When performed correctly, applying correct techniques, they are relatively safe. When established safety procedures are not followed, however, there are increased risks.

To scuba dive safely, you should not be extremely overweight or medically unfit/unhealthy. Diving can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with coronary disease, a current cold or congestion, epilepsy, a severe medical condition or who is under the influence of alcohol or drugs should not dive. If you have asthma, heart disease, other chronic medical conditions or you are taking medications on a regular basis, you should consult a doctor before participating in diving and should do so on a regular basis. You should be aware of the important safety rules regarding breathing and equalization while scuba diving and snorkeling. Improper use of equipment can result in serious injury.

**Please check if the following apply:**

- Pregnant, or attempting to become pregnant
- Presently taking prescription medications (with the exception of birth control)
- Over 45 years of age and can answer YES to one or more of the following?
  - Currently smoke a pipe, cigars or cigarettes
  - Have a high cholesterol level
  - Have a family history of heart attack or stroke
  - Are currently receiving medical care
  - High blood pressure
  - Diabetes mellitus, even if controlled by diet alone

- Frequent or severe suffering from motion sickness (seasick, carsick)
- Dysentery or dehydration requiring medical intervention
- Any dive accidents or decompression sickness
- Inability to perform moderate exercise
- Head injury or loss of consciousness in the past five years
- Recurrent back problems
- Back or spinal surgery
- Diabetes
- Back, arm or leg problems following surgery, injury or fracture
- High blood pressure or use medicine to control blood pressure
- Heart Disease
- Heart Attack
- Angina, heart surgery or blood vessel surgery
- Sinus surgery
- Ear disease or surgery, hearing loss or problems with balance
- Recurrent ear problems
- Bleeding or other blood disorders
- Hernia
- Ulcers or ulcer surgery
- A colostomy or ileostomy
- Recreational drug use or alcoholism in the past five year

Check if you have had in the past or currently have any of the following:

- Asthma, or wheezing with breathing, or wheezing with exercise
- Frequent or severe attacks of hay fever or allergy
- Frequent colds, sinusitis or bronchitis
- Any form of lung disease
- Pneumothorax (collapsed lung)
- Other chest disease or chest surgery
- Behavioral health, mental or psychological problems (ADHD, panic attack, fear of closed or open spaces)
- Epilepsy, seizures, convulsions or take medications to prevent them
- Recurring complicated migraine headaches or take medications to prevent them

If I checked any of the above, I agree that I may not scuba dive until I present written permission from a doctor clearing me for scuba diving. If I checked any of the above mentioned medical conditions listed and wish to engage in activities other than scuba diving, I agree to accept full responsibility should the activity negatively impact my health, cause bodily harm or result in death. I agree to accept full responsibility for omissions regarding my failure to disclose any existing or past medical condition.

I hereby confirm that I, \_\_\_\_\_, have read through all the medical conditions listed above and to the best of my knowledge do not have a current or previous medical condition such as these that may affect my ability to engage in an activity. I hereby confirm I am fit to dive and/or engage in other activities.

\_\_\_\_\_ **Initial**

By signing this release, I certify that I am fully aware of and expressly assume all risks and physical requirements involving the activities of Hamanasi Ltd.'s (d.b.a. Hamanasi Adventure & Dive Resort) or its tour or transfer suppliers, both on land and on or in water. This includes, but is not limited to: snorkeling, scuba diving, riding on a boat, riding in a vehicle, visiting an island for pleasure, fishing, bicycling, spelunking (caving), canoeing, hiking, ziplining, climbing, walking, repelling, and use of equipment during activities.

I understand that these activities may be conducted in areas that are remote, either by time or distance or both, from immediate medical assistance, and that there may be wildlife present. I still choose to proceed with these activities in spite of the possible absence of immediate medical assistance in proximity to the area. I declare that I am in good mental and physical fitness for the chosen recreational activities, and that I am not currently or when I engage in the activities will I be under the influence of alcohol nor under the influence of any drugs that are contradictory to exercise. If I am taking medication, I declare that I have seen a physician and have approval to exercise and engage in these activities while under the influence of the medication/drugs.

I understand and agree that neither Hamanasi Ltd., nor its affiliates, nor the owners, officers, employees, agents, assigns, nor tour or transfer suppliers of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on any activity which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in these activities or as a result of the negligence of any party, including the Released Parties, whether passive or active. This waiver does not release gross negligence, recklessness, or intentional misconduct.

The Law of Belize covers these terms and conditions in all respects. Any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in Belize.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Checked in by Hamanasi staff member: \_\_\_\_\_ Date: \_\_\_\_\_



SCUBA DIVING, SNORKELING & BOAT TRAVEL

DIVE QUALIFICATION INFORMATION

Training Agency: \_\_\_\_\_ Level: \_\_\_\_\_ # Logged Dives: \_\_\_\_\_ Date Last Dive: \_\_\_\_\_

Dive Insurance Company: \_\_\_\_\_ Diver Certification Number: \_\_\_\_\_

Use Nitrox @ US\$15/tank? Yes/No: \_\_\_\_\_ Nitrox #: \_\_\_\_\_ Need equipment at extra charge? Yes: \_\_\_\_\_ No: \_\_\_\_\_

NON-AGENCY DISCLOSURE AND ACKNOWLEDGMENT AGREEMENT

Please read carefully and fill in all blanks before signing.

I understand and agree that PADI Members ("Members"), including Hamanasi Ltd. (d.b.a. Hamanasi Adventure & Dive Resort) and/or any individual PADI Instructor and Divemaster 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.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, hereby affirm that I am aware that skin diving/snorkeling has inherent risks which may result in serious injury or death.

\_\_\_ Initial

If I intend to scuba dive, I, \_\_\_\_\_, hereby affirm that I am a certified scuba diver or a student diver under the control and supervision of a certified scuba instructor, and that I thoroughly understand the hazards of scuba diving including those hazards occurring during boat travel to and from the dive site (hereinafter collectively referred to as "Excursion"). I understand that these inherent risks include, but are not limited to, drowning, air expansion injuries, decompression sickness/illness, embolism, or other hyperbaric injuries that require treatment in a recompression chamber; slipping or falling while on board, 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; all of which can result in serious injury or death. I understand the Excursion will be conducted at a site that is remote, either by time or distance or both, from a recompression chamber and emergency medical facilities. I still choose to proceed with the Excursion. By signing this Agreement, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a boat trip and scuba dive(s), whether conducted as a certified diver or a student diver in a diving class. I am aware that safe dive practices suggest diving with a buddy unless trained as a self-reliant diver. Accordingly, 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)/vessel crew.

\_\_\_ Initial

I understand and agree that neither Hamanasi Ltd., the dive professional(s); nor the crew or owner of the vessel; nor the vessel itself; nor PADI Americas, Inc., nor its affiliate or subsidiary corporations; nor the owners, officers, employees, agents, contractors or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any personal injury, property damage, wrongful death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this 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 to scuba dive. I further state that I am not under the influence of alcohol or any drugs that are contradictory to skin diving/snorkeling and/or scuba diving. If I am taking medication, I affirm that I have seen a physician and have approval to skin dive/snorkel and/or scuba dive while under the influence of the medication/drugs. I understand that skin diving/snorkeling and scuba diving are physically strenuous activities and that I will be exerting myself during this 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 affirm it is my responsibility to inspect all of my equipment prior to the Excursion and that I should not skin dive/snorkel and/or scuba dive if my equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to skin diving/snorkeling and/or scuba diving or if I choose to skin dive/snorkel and/or scuba dive with equipment that may not be functioning properly. I further state that I am of lawful age and legally competent to sign this Agreement, or that I have obtained 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 my heirs, assigns and beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

The Law of Belize covers these terms and conditions in all respects. Any legal action arising under the contract shall be litigated only in the appropriate court having jurisdiction in Belize

I, \_\_\_\_\_, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY OR 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 I SIGNED BELOW ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ (Day/Month/Year) (Day/Month/Year)

HAMANASI OFFICE USE BELOW ONLY

Table with 8 columns: BCD, REG, WETSUIT, BOOTS, FINS, MASK/SNORKEL, BELT/INT, WEIGHTS