

# **Better Bottom Time Dive Charters, Inc.**

## **Divers Form**

BETTER BOTTOM TIME DIVE CHARTERS offers you one of the safest and most comprehensive dive packages. SCUBA diving, when practiced correctly, is a safe sport with an outstanding safety record. However, like any other sport, diving presents certain risks. For your own protection, we kindly request that each diver read, complete, and sign this form. This form must be on file with BETTER BOTTOM TIME DIVE CHARTERS, INC to participate in SCUBA activities. Thank you for your cooperation.

## **Affirmation and Liability Release**

This affirmation and liability release is incorporated as an integral part of the contract between Better Bottom Time Dive Charters or its agents and the undersigned passenger (herein referred to as "Diver"), who must fully understand and agree to these terms, and sign this release, with a witness, prior to engaging in diving activities. When the diver is a minor, the signature of the parent or guardian is also requested on this form.

## **Affirmation of Fitness and Certification**

The Diver certifies and affirms that the statements made regarding his dive experience and medical history are correct, and acknowledges that his acceptance by Better Bottom Time Dive Charters or its agents to participate in ocean diving is predicated on his certificate and affirmation that:

- Diver is physically and medically fit to engage in diving;
- Diver possesses the necessary certification;
- Diver fully understands the risks and potential dangers incidental to diving;
- Diver is aware of the consequences of signing this document, and;
- Diver understands and agrees that Better Bottom Time Dive Charters assumes no responsibility or liability for is/her safety when engaging in SCUBA diving.

## **Release of Liability**

The Diver fully understand and agrees that the remoteness of the area, changes in local government regulations, customs and prevailing weather conditions may cause substitutions of facilities, locations, and/or equipment; and minor inconvenience to or modification of the diving itinerary. Better Bottom Time Dive Charters or its agents reserves the right to modify or cancel diving arrangements due to adverse weather or mechanical failure.

It is expressly understood that Better Bottom Time Dive Charters is not responsible or liable for the maintenance, performance, reliability, or failure of any equipment not furnished by Better Bottom Time Dive Charters.

In consideration for being allowed to participate in Better Bottom Time Dive Charters or its agents SCUBA diving activities, the Diver assumes all risk of harm, injury, damage or death which may befall the Diver, whether foreseen or unforeseen, in connection with this participation in such programs, and the Diver for himself, and his / her heirs, executors and assigns does hereby specifically release, acquit, discharge and hold harmless Better Bottom Time Dive Charters or its agents , the vessel, its owners, crew, agents, and all persons conducting directly or indirectly, said SCUBA diving activities from any and all claims, actions, causes of action, expenses and damages whatsoever arising from any injury, act, omission or course of action pertaining to his participation in the programs and the use of the aforementioned equipment on the part of the Diver, even though said injury, act, omission or course of action was caused, occasioned, or contributed to, actually or allegedly, by the negligence, sole or concurrent, of one or more of the parties released herein.

## **Competence, Understanding, and Free Will**

The Diver (or guardian) further states that he / she is of lawful age and legally competent to sign this agreement, and that the Diver understands that the terms herein are contractual and not mere recitals and that the Diver has signed this document of his / her own free will.

## **Authorization for Medical Treatment**

By signing this statement, The Diver authorizes Better Bottom Time Dive Charters or its agents to arrange for any medical treatments necessary in the event of decompression sickness or any other diving accident /

illness, to include but not to be limited to administration of oxygen, hyperbaric chamber treatment, air evacuation, or any other medical treatment deemed necessary by the medical authorities on board or via radio.

### Compliance of Safety Rules

The Diver agrees to comply with all safety rules and regulations as imposed by Better Bottom time Dive Charters or its agents and as normally utilized in the sport of SCUBA diving industry. The Diver Further agrees to observe strictly and comply with such additional reasonable terms and regulations Better Bottom Time Dive Charters or its agents may prescribe during the course of the program.

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Name of Diver \_\_\_\_\_ Mailing address \_\_\_\_\_ city / State / Zip \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ @ \_\_\_\_\_

Telephone # \_\_\_\_\_ alternate # \_\_\_\_\_ e-mail address \_\_\_\_\_

### Your Dive History

Date of Certification: \_\_\_\_/\_\_\_\_/\_\_\_\_ Certifying Agency: \_\_\_\_\_

Level of Certification: \_\_\_\_\_ Certification#: \_\_\_\_\_

# of Dives in the past yr \_\_\_\_\_ Date of last dive \_\_\_\_/\_\_\_\_/\_\_\_\_ Dive Ins. # \_\_\_\_\_

### Personal Health History: (Check only if applicable)

Heart Problems     Dizziness     Severe Headaches     Chronic Asthma  
 Claustrophobia     Epilepsy     Chronic Ear Infections     Alcoholism  
 Chronic Sinus Infections     Drug Use

### Acknowledgements

The Diver acknowledges:

- Receipt of this document
- He / She has read and understood this document in its entirety
- All information provided by the Diver is correct.

\_\_\_\_\_  
Signature of Diver

\_\_\_\_\_  
Date

**EMERGENCY Contact Information:** Please give names of 2 persons and their telephone #'s

1) \_\_\_\_\_ 2) \_\_\_\_\_

Relationship to Diver: \_\_\_\_\_  
Diver: \_\_\_\_\_

Relationship to \_\_\_\_\_

Area Code (\_\_\_\_) \_\_\_\_\_

Area Code (\_\_\_\_) \_\_\_\_\_