



**Diving Liability Release
and
Express Assumption of Risk
THIS IS A RELEASE OF YOUR RIGHTS TO SUE**

This release may be used against you in a court of law if you sue any released party or person.
Please read carefully, fill in all the blanks and initial each paragraph before signing.

Name _____ Habitat Dive Number (office use only) _____
 Date of Arrival _____ Date of Departure _____ Level of Certification _____
 Certifying Agency, i.e. PADI, NAUI, etc _____ Year of Certification _____

(Please initial on the line beside each statement after you have read and understand it.)

____ I am a certified sport scuba diver trained in the proper use of scuba diving equipment and sport diving procedures. I also hereby affirm that I am aware that skin and scuba diving have inherent risks which may result in serious injury or death.

____ I understand and agree that neither Habitat Bonaire N.V. and/or any of its respective employees, officers, agents or assigns, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death and/or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in diving while a guest of Habitat Bonaire N.V., as a result of my participation in skin or scuba diving or as a result of the negligence of any party, including the Released Parties, whether passive or active.

____ In consideration of being allowed to dive while a guest of Habitat Bonaire N.V., I hereby personally assume all risks in connection with said diving, whether foreseen or unforeseen, for any harm, injury or damage that may befall me while I am a guest of Habitat Bonaire N.V., including all risks connected therewith.

____ I further release, exempt and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in said diving.

____ I also understand that skin and scuba diving are physically strenuous activities and that I will be exerting myself during said activities, and that if I am injured as a result of a 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 also agree to take full responsibility for my own actions and safety while skin and/or scuba diving with equipment, transportation or other services provided by Habitat Bonaire N.V..

____ I also understand that all reef areas, coral, fish, shells and other organisms around the territory of Bonaire are fully protected by law. I understand that it is a criminal offense to deface, destroy, pollute, injure or molest any reef or reef organism and that failure to comply with such laws will result in imprisonment, fines and/or expulsion from Bonaire.

____ Netherlands Antilles law governs the relationship between Habitat Bonaire N.V. and its guests. Dutch Laws shall have exclusive jurisdiction over any litigation in connection with and arising from said relationship, including but not limited to services provided by Habitat Bonaire N.V., its employees and/or agents.

____ 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 that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree 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, _____ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE HABITAT
(Guest Printed Name)

BONAIRE N.V., ITS EMPLOYEES, AGENTS AND ASSIGNS, 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 I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

(Signature of Guest)

(Date)

(Signature of Parent or Guardian—where applicable)

(Date)