



MAER Charters

maercharters@gmail.com
(905) 577-5539

****Please read carefully (both pages). Initial at each paragraph acknowledging that you understand, agree to and will comply with the mandates set forth within each paragraph.**

Be sure to fill in all blanks before signing. Signing this contract confirms your understanding of and compliance to every aspect of this contract in part and in whole – without any exception.

This agreement on the _____ day of _____, _____

is between the diver _____ hereinafter "The Diver"

*and the charter boat **MAER Charters**, hereinafter "The Charter"*

and the dive shop _____ hereinafter "The Dive Shop"

____ I, _____ hereby affirm that I am a certified SCUBA diver or a student diver under the control and supervision of a certified and insured SCUBA instructor, and that I thoroughly understand the hazards of SCUBA diving including hazards associated with boat travel to and from the dive site. I understand that these hazards include but are not limited to, air expansion injuries, drowning, decompression sickness, hyperoxia, hypoxia, hypercapnia, slipping or falling while on board, being cut or struck by the boat while in the water, injuries occurring while boarding or disembarking the vessel, and other perils of the sea. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such an outing and dives, whether conducted as a recreational (sport or technical) dive, exploratory, commercial or training dive.

____ I understand and agree that "The Charter" and "The Dive Shop", the vessel, her crew or owner(s) nor the owners, officers, employees, instructors, agents or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may not be held liable or responsible in any way for any occurrences on this outing which may result in personal injury, property damage or property loss, wrongful death or other damage to me or my family, heirs or assigns that may occur as a result of my participation in this boat trip and/or SCUBA dive(s) or as a result of the negligence of any party, including Released Parties, whether passive or active.

____ I further state that I am of lawful age and legally competent to sign this liability release, or have obtained the written consent of my parent or guardian.

____ I agree to follow and dive within the prescribed parameters of the charter, expedition or training program which includes diving within the limits of my completed certification and experience AND adhering to any additional restrictions imposed to me by the Team Leader, Dive Instructors, Dive Divemasters, Charter Divemasters and/or Charter Boat Crew. I understand and accept that failure to do so will result in the immediate termination of any further activities and privileges associated with charter, expedition, training program for the duration of the charter, expedition, training program and any future charters, expeditions and training programs. I understand that it may also result in my premature debarkation at any unscheduled port and that I accept that I alone will be responsible for any additional subsequent travel costs and arrangements.

____ I understand that extended range / exploratory diving and diver training has increased inherent risks and that I do not hold "The Charter" or "The Dive Shop", the vessel, crew or owner(s), officers, employees, instructors, agents or assigns of the above listed individuals responsible for describing to me, my family or my employer the inherent risks or for making me, my family or my employer aware of any inherent risks or hazards associated with sport, extended range or exploratory diving, or the diving involved in this or any other diving activity.

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____ I understand and agree that "The Charter" and "The Dive Shop", the vessel, her crew or owner(s) nor the owners, officers, employees, instructors, agents or assigns of the above listed individuals are not responsible for the loss of or damage to any diving equipment, personal belongings or cameras while involved with this charter, expedition or training program. Weather, sea state and other forces of nature are always inherent factors and can lead to the loss or damage of the above listed items. Understand that neither the charter vessels insurance nor insurance carried by "The Charter" or "The Dive Shop" will cover damage or loss to personal or rented belongings.

I, _____ BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE ALL OF THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY LOSS OR WRONGFUL DEATH HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND ALL ITEMS AND ARTICLES WITHIN THIS CONTRACT, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS EXPEDITION, BOAT TRAVEL AND/OR SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FROM PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY.

Name: _____

Dive Agency: _____

Phone: _____

Highest Certification: _____

Email: _____

Diver Number: _____

Address: _____

Most Recent Dive Date: _____

City, Province: _____

Number of Dives Completed: _____

Postal Code: _____

Signature_____
Date