SOUTHERN·CROSS·CLUB
LITTLE·CAYMAN

BOAT TRAVEL AND SCUBA DIVING VOLUNTARY RELEASE, WAIVER, AND ASSUMPTION OF RISK

Please read carefully and fill in all blanks before signing.

I, _____, hereby affirm that I am a certified diver or a (passenger/diver) 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. I understand that these hazards include, but are not limited to, air expansion injuries, drowning, decompression sickness, 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. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks involved in making such a dive or dives, whether conducted as a recreational dive or part of a diving class.

I understand and agree that neither **Southern Cross Club Instructors, Divemasters, Crew Members, or Captains, the crew or owner of the vessel, nor Lucky Lady, Lucky Devil, Lucky Catch or SCC Fishing Skiff**, the vessels, nor International PADI, Inc., nor its affiliate or subsidiary corporations, nor the owners, officers, employees, agents, or assigns of the above listed individuals and/or entities (hereinafter "Released Parties") may be held liable or responsible in any way for any occurrence on this dive trip 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 this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active.
I further state that I am of lawful age and legally competent to sign this liability release, or that I have obtained the written consent of my parent or guardian.

I _____, BY THIS INSTRUMENT,
(Passenger/diver)
DO HEREBY 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 ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS, FULLY UNDERSTAND THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THIS BOAT TRIP AND SCUBA DIVE(S), AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

Please Initial:

____ Further, I understand that diving with compressed air involves certain inherent risks: decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that the open-water diving trips, which are necessary for training and for certification, may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such instructional dives in spite of the possible absence of a recompression chamber in proximity to the dive site.

____ I understand and agree that neither Southern Cross Club, Southern Cross Club Employees, Walhill, JAAPHD, The Neptune Co. Ltd, WAMU, and their affiliates, Guy Harvey Outpost, LTD, Guy Harvey, Inc., Watermark Management, USA Travel Network, Inc., subsidiaries, officers, directors employees, and agents , (hereinafter referred to as "Releases") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this diving class or as a result of the negligence of any party, including the releases, whether passive or active.

____ In consideration of being allowed to engage in this activity, I hereby personally assume all risks in connection with said activity, for any harm, injury or damage that may befall me while I am participating in this activity, including all risks connected therewith, whether foreseen or unforeseen.

____ I further save and hold harmless said activity and Releases from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity including both claims arising during the activity or afterwards.

____ I also understand that skin diving and scuba diving are physically strenuous activities and that I will be exerting myself during this activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed or companies responsible for the same.

____ 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.

First Name:_____ Middle Name:_____ Last Name:_____

Participant's Signature:_____ Date:_____

Signature of Parent or Guardian:_____ Date:_____

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Diving Policies
PLEASE READ

Dear Guest,

In order for us to deliver the best diving in a **safe and responsible** manner, we have a few regulations that you, as a guest, will have to adhere to. If any of the following is unclear to you, please do not hesitate to ask any of the managers, dive staff or office staff.

- Southern Cross Club supports the buddy diving principle. No solo diving under ***ANY*** circumstances including safety stops - buddy teams must stay together at all times
- Anyone who hasn't been diving within **2 to 3 years must do the first dive with a Southern Cross Club Private Dive Guide.**
- Anyone who hasn't been diving for **3 years or more must first do a PADI Scuba Tune-Up or a PADI Re-Activate** followed by a shallow dive.
- Anyone who hasn't been diving for more than **10 years** should redo their dive certification.
- A **3min** Safety Stop is **required** on **ALL** dives.
- **No** alcohol or drugs may be consumed before any diving activity, including afternoon, dusk and night dives.
- **No** consuming of alcohol or drugs during any dive related training including classroom and pool sessions.
- **All** dives are computer dives. No sharing of computers under ***ANY*** circumstances. If you do not have a computer, we will gladly rent you a computer.
- All divers are to be equipped with a working buoyancy control device with low-pressure power inflator, a regulator system with pressure gauge and depth gauge (or digital device), and an alternate air source - preferably an octopus or an alternate inflator regulator (such as an AIR II).
- It is **against** Cayman Islands law to dive with gloves.
- **No** touching or harassing any marine fish, coral or creatures.
- **No** flying for 18 hours after surfacing from the last dive.
  (24hrs recommended by D.A.N.)**All** dives are **no decompression** dives. If a diver enters into decompression for any reason, said diver will be **excluded** from any diving activities for **48 hours** as a safety precaution.
- **No** dumping anything in the water including manmade or organic.

We thank you for your cooperation and understanding.

I _____, **have read and will adhere** to the Southern Cross Club diving policies.

Have you been diving with Southern Cross Club before? Yes / No

How many dives to date? _____

When and where was your last dive? _____

Certifying Agency_____ Level_____ Number_____

Participant Signed:_____ Date: _____

Parent / Guardian Signature:_____ Date: _____