



LAHAINA DIVERS PARTICIPANT INFORMATION AND RELEASE



Lahaina Dive and Surf, LLC (LDS) and Lahaina Divers, Inc. (LDI)
Please sign each page at the bottom

Personal Information

_____	_____	_____		
First Name	MI	Last Name		
_____	_____	_____	_____	_____
Address	City	State/Province	Postal Code	Country
_____	_____	_____		
Cell Telephone #	Date of Birth	Age		
_____	_____	_____		
Email Address	Certification #	Certification Agency		

Yes No
 Are you planning to fly in an airplane or helicopter, or drive to Haleakala within 18 hours of the end of your last dive?

These waiver and release forms cover any watersports activities conducted by LDS/LDI between (dates) _____ and _____

Emergency Contact

_____	_____	_____
Name	Relationship	Phone

Statement of Understanding

1. **Warranty of Ability** — I understand that each person who signs up for an LDS/LDI charter, class or activity warrants that he or she is physically and capable of participating successfully in that activity. *I further understand and agree that LDS/LDI will give no refunds for seasickness, inability to equalize or any other reason that prevents an individual from participating fully.*
2. **Warranty of Skill Level** —As a certified diver, I warrant that I have at least the same knowledge and skill level as that of newly certified Open Water divers.
3. I further understand that any underwater guide service provided LDS/LDI is done so solely to enhance my enjoyment and not because such guidance is required to compensate for lack of ability on my part. *If I do not believe that have maintained at least the same level and ability as a newly certified diver, I understand that I should take part in a refresher course before participating in any other LDS/LDI charters or activities.*
4. **Minors** — I understand that a parent or must sign all minors' forms, and that children under 12 must be accompanied by a parent or guardian at all times, whether on the boat or in the water.
5. **Possible Changes** — I understand that scheduled charter destinations are subject to weather and conditions, and that LDS/LDI reserves the right to cancel charters or change destinations at any time. I further understand that some charters, classes or activities may be cancelled at any time due to lack of sufficient participation.

⊗ _____
Signature of Diver **Date**

Signature of Parent or Guardian Where Applicable) **Date**

LIABILITY RELEASE FOR SUPERVISION OF CERTIFIED DIVERS AND SNORKELERS

THIS IS A RELEASE OF YOUR RIGHTS TO SUE LAHAINA DIVE & SURF, LLC AND/OR LAHANA DIVERS, INC. (LDS/LDI), AND ITS OWNERS, EMPLOYEES, AGENTS AND ASSIGNS FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY DURING THE FORTHCOMING DIVE ACTIVITY AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SCUBA DIVING AND/OR SNORKELING OR AS A RESULT OF NEGLIGENCE.

(Check off each of the following sections as you read them. If you do not scuba dive, check only those items marked by the diamond ♦ symbol.)

- 1. I acknowledge that I am a certified diver trained in safe diving practices.
- ♦ 2. I am aware of the risks inherent in this scuba diving and/or snorkeling and I accept these risks.
- 3. I affirm that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of drugs that are contraindicatory to scuba diving. If I am taking medication, I affirm that I have seen a physician and have approval to scuba dive while under the influence of the medication/drugs.
- 4. I am aware of the dangers of breath holding while scuba diving, and will not hold LDS/LDI and related entities (such as employees, instructors, certified assistants, boat operators, or diver agencies) responsible if I am injured doing so.
- 5. I am aware that I will be expected to scuba dive with a buddy, and it will be our responsibility to plan a dive allowing for our diving limitations and the prevailing water conditions. I will not hold the above listed businesses or individuals responsible for my failure to safely plan my dive.
- ♦ 6. I will inspect all of my equipment prior to the activity and will notify the above listed businesses and/or individuals if any of my equipment is not working properly. I will not hold the above listed businesses or individuals responsible for my failure to inspect my equipment prior to scuba diving or snorkeling.
- ♦ 7. I acknowledge that I am physically fit to scuba dive and/or snorkel. and I will not hold the above listed businesses or individuals responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while scuba diving and/or snorkeling.
- 8. I understand that even though I follow all of the appropriate dive practices. there is still some risk of my sustaining decompression sickness, embolism or other hyperbaric injuries, and I expressly assume the risk of said injuries.
- 9. I also expressly assume the risk and accept the responsibility to plan my scuba dive and dive my plan.
- ♦ 10. I also understand that scuba diving and/or snorkeling are physically strenuous activities and that I will be exerting myself during this diving excursion, and then if I am injured as a result of heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed businesses or individuals responsible for the same.
- ♦ 11. I also understand that on this open-water diving trip, I will be at a remote site and that there will not be immediate medical care or hyperbaric care available to me, and I expressly assume the risk of diving in such a remote spot.
- ♦ 12. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT, RELEASE AND HOLD HARMLESS LDS/LDI AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS INFORMATION AND RELEASE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

⊗ _____
Signature of Diver

Date

Staff Signature

Signature of Parent or Guardian Where Applicable)

Date

COVID-19 DISCLOSURE STATEMENT

At Lahaina Divers, taking care of our guests and team members is of paramount importance to us. The COVID-19 pandemic has required us to elevate our standards to an even higher level with new protocols for the current circumstances.

The Hawaii Department of Land and Natural Resources, under the Division of Boating and Ocean Recreation, has provided strict requirements for charter operations under COVID-19. The COVID-19 Disclosure Statement is required before diving with us, and is subject to change as we move through the pandemic recovery. We appreciate everyone's cooperation.

Your Full Name: _____ Answering for: **Self** **Minor**

Are you experiencing any symptoms that would lead you to believe that you may have been exposed to COVID-19 in the last 14 days? (Symptoms may include fever, shortness of breath, sore throat, painful swallowing, cough, nasal congestion, chills, runny nose, loss of sense of smell, headache, muscle aches, loss of appetite)

Yes

No

If you answered YES to the item above, have you been cleared by a physician from COVID-19?

Yes

No (Please reschedule your activities until you have been cleared by a physician)

Travel Assessment

We take the safety of our customers and crew very seriously and if you're supposed to be in a 14-day quarantine you are not eligible for diving with Lahaina Divers. For travel or exposure reasons, are you currently supposed to be in a 14-day quarantine?

Yes

No

Self-Declaration Statement

I hereby declare that I have responded to all questions above truthfully to the best of my knowledge. =

Yes

No

I further acknowledge that if the answers to the questions above change, I will not enter Lahaina Divers premises before filling out an updated disclosure.

Yes

No

⊗ _____

Signature of Diver

_____ **Date**

_____ **Signature of Parent or Guardian Where Applicable)**

_____ **Date**

Electronic Signature Consent

If submitting these forms online, please sign each waiver or statement page, and also mark your consent below.

- By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.*