



Today's Date: _____/_____/_____

DAY MONTH YEAR

JADS BEACH VACATIONS & TOURS N.V. DBA JADS BEACH STORE & DIVE CENTER COMPLETE LIABILITY RELEASE:

The purpose of signing this document is to exempt and release JADS Beach Vacations & Tours N.V. dba JADS Beach Store & Dive Center, its owners, employees, agents and boats (whether owned, leased or chartered) from any liabilities arising because of any acts or omission on their part, including, but not limited to negligence and gross negligence which may cause me injury or death.

PERSONAL DETAILS:

Full Name (First, Middle, Last): _____

Date of Birth: _____/_____/_____ Gender: M/F Profession: _____

DAY MONTH YEAR

Email: _____ Phone number: _____

Full Address: _____ City: _____

State: _____ ZIP Code: _____ Country: _____

Hotel & Room #/Local Address: _____ Date & Time of Departure: _____

Certification/Diver #: _____ Brand & Level: _____ Total # of dives: _____

EMERGENCY INFORMATION:

Name: _____ Relation: _____ Telephone #: _____

I am a certified diver that has been diving within the past year or I am currently participating in a dive training course or I am a student diver under the direct supervision of an instructor. I have been taught and understand that scuba diving has inherent risks and dangers associated there with including, but not limited to, risks associated with equipment failure, perils of the sea, acts of fellow divers and I SPECIFICALLY ASSUME ALL SUCH RISKS.

I acknowledge that I am physically fit to scuba dive and snorkel and I will not hold JADS Beach Store & Dive Center or its owners, employees, agents or boats responsible if I am injured because of injuries or illness which may occur while I am diving and/or snorkeling. I do not have in my possession any illegal drugs, nor am I taking, nor have I recently consumed any drugs or medication that would contraindicate diving. I am not under the influence of alcohol nor am I hung-over. I am aware of the dangers of holding my breath while diving and of the dangers associated with rapid descents and ascents. I fully understand and I am aware that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical help must be summoned by radio and that treatment will be delayed until I can be transported to a proper medical facility. All photos taken by employees of JADS during dives are property of JADS Beach Store & Dive Center and may be used for promotional purposes.

Prior to leaving the dock, I will inspect all equipment to be used, I will take whatever actions are necessary to resolve any problems with my equipment before diving and I will not dive if any of my equipment is not functioning properly. I will not hold JADS BEACH STORE & DIVE CENTER or its owners, employees, agents or boats responsible for my failure to inspect my equipment prior to diving. I will be present and attentive to the safety and site briefing given by the divemaster, instructor and boat captain and if there is anything that I do not understand or have been taught differently, I will notify the divemaster, instructor and boat captain immediately, I understand it is my responsibility to plan and carry out my own dive and I agree to be responsible for my own safety. I will start my ascent at the end of each dive with enough air to guarantee being on the boat with a minimum of 500PSI or 50BAR remaining in my tank. I will immediately abort my dive if: (1) feel uncomfortable with my diving abilities; and or (2) diving conditions are worse than those for which I have been trained or for which I have experience. If I become distressed on the surface, I will IMMEDIATELY drop my weights and inflate my BCD for permanent floatation assistance and if I want or need assistance from the boat, I will give the proper "diver in trouble" signal. I will not hold JADS BEACH STORE & DIVE CENTER or its owners, employees, agents, or boats for failure to rescue or recover me.

Here at JADS Dive Center considerable time and effort goes into preparing for your arrival. Therefore, the following cancellation policies are strictly adhered to for the consideration of the other guests, passengers and crew. Dive sites are subject to change due to ocean conditions. Cancellations by divers within 30 days of charter date are subject to forfeiture of the 50% deposit. No-shows or cancellations the day of or the day prior to the dive charter are subject to full forfeiture of charter payment and cannot be used for future dive charters the balance will be in the form of a Store Credit. Any cancellations made within 96 hours of the activity start time will be subject to a(n) 100% charge. Please Note: Holidays and Special Events will have a 30-day 100 % charge cancellation policy in effect, no refunds or switching of dates. There are NO REFUNDS for parties not showing up for their scheduled trip or class. Due to unforeseen events (mechanical, personal, etc.) JADS Dive Center reserves the right to cancel any dive charter. In the event of this type of cancellation divers will receive a full refund or credit toward future dive charters. Trips cancelled by us are not charged a cancellation fee and a Refund or Store Credit will be issued from the location that made the original charge. If there are any questions concerning our cancellation policy, please call either shop between 9:00 am and 5:00 pm daily and ask a member of our staff for further clarification.

It is my intention by signing this document to give up all of my legal right to sue any person or entities referred to herein, whether specifically named or not, and it is also my intention to exempt and release JADS BEACH STORE & DIVE CENTER, its owners, employees, agents, and boats (whether owned, operated, leased or chartered) and to hold these entities harmless from any liability for personal injury, property damage or wrongful death caused by negligence of any kind and I assume all risk in connection with snorkeling and scuba diving activities. I have read and understood the foregoing in its entirety and voluntarily agree to the terms and conditions set forth in this document on behalf of myself, my heirs, and my personal representatives. This agreement is governed by Aruba law. Any dispute arising from this agreement shall be settled by the court in First Instance of Aruba with the possibility of appeal.

SIGNATURE: _____ **DATE:** _____