



Certify Card Check

DIVING RELEASE & WAIVER

Date: _____ Hotel & Room: _____
Last Name: _____ First name: _____ Date of Birth: _____
Address: _____ City: _____
State/Province: _____ Zip: _____ Country: _____
E-M@il : _____ Check out date: _____

Certification Card Information

Agency: _____ Level _____ Card number: _____
Total Dives Made: _____ Date of last dive: _____ Where? _____

LIABILITY RELEASE FOR SUPERVISION OF CERTIFIED DIVERS

THIS IS A RELEASE OF YOUR RIGHTS TO ENGAGE IN ANY LEGAL ACTION INVOLVING CARIBBEAN SEA SPORTS N.V. (“CSS”), CURACAO MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V.(“RENAISSANCE HOTEL”), MARRIOTT INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO AND THEIR AFFILIATES SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (“RELEASEES”) FOR PERSONAL INJURIES OR WRONGFUL DEATH THAT MAY OCCUR DURING THE FORTHCOMING DIVE, SNORKEL, AND/OR WATERSPORTS ACTIVITY (INCLUDING BOAT TRANSPORTATION) AS A RESULT OF THE INHERENT RISKS ASSOCIATED WITH SUCH ACTIVITY OR AS A RESULT OF NEGLIGENCE.

(Place your **INITIALS** next to each of the following sections.)

- _____ 1. I acknowledge that I am a certified diver trained in safe diving practices.
- _____ 2. I am aware of the risks inherent in this sport and 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 neither alcohol, nor am I under the influence of drugs that are contra indicatory to diving. If I am taking medication, I affirm that I have seen a Physician and have approval to dive while under the influence of the medication/drug.
- _____ 4. I am aware of the dangers of breath holding while scuba diving, and will not hold the “RELEASEES” or any of its employees, instructors, certified assistants, boat operators or diver training agencies responsible if I am injured doing so.
- _____ 5. I am aware that I will be diving with a buddy, and it will be our responsibility to plan a dive allowing for our diving limitations and prevailing water conditions. I will not hold the “RELEASEES” responsible for my failure to safely plan my dive.
- _____ 6. I give permission to Caribbean Sea Sports N.V. to use photos or videos made of me during my stay on their Social Media accounts.
- _____ 7. I will inspect all of my equipment prior to the activity and will notify the “RELEASEES” or its employees if any of my equipment is not working. I will not hold the “RELEASEES” or any of its employees, agents, or assigns responsible for my failure to inspect my equipment prior to diving.
- _____ 8. I acknowledge that I am physically fit to scuba dive/snorkel, and I will not hold the “RELEASEES “ or any of its employees, agents, or assigns responsible if I am injured as a result of heart, lung, ear, or circulatory problems or other illnesses that occur while diving and/or snorkeling.

(OVER) →

DIVING RELEASE & WAIVER, cont.

- ____ 9. 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 hyper baric injuries, and I expressly assume the risk of said injuries.
- ____ 10. I also expressly assume the risk and accept the responsibility to plan my dive, and dive my plan.
- ____ 11. I also understand that scuba diving/snorkeling is a physically strenuous activity and that I will be exerting myself during this diving excursion, and then if I am injured as result of heart attack, panic, hyperventilation, etc, that I expressly assume the risk of said injuries and that I will not hold the “RELEASEES” or any of its employees, agents, or assigns responsible for the same.
- ____ 12. 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.
- ____ 13. IT IS THE INTENTION OF (print name) _____
BY THIS INSTRUMENT TO EXEMPT CARIBBEAN SEA SPORTS N.V., CURACAO MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V., MARRIOTT INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO AND ITS OFFICERS AND EMPLOYEES, AGENTS, AND ASSIGNS AS DEFINE ABOVE FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFULL DEATH CAUSED BY NEGLIGENCE.

EQUIPMENT

I hereby accept the equipment in the condition as is and I acknowledge having examined the equipment and have satisfied myself that it is in good order and working condition. CARIBBEAN SEA SPORTS N.V. accepts no responsibility for any defect in the equipment and does not warrant that it is suitable for any particular purpose. I agree that the use of said equipment is at my own risk. I shall return the same in good order and working condition and shall be financially liable for any deviations there from.

RELEASE OF LIABILITY

I understand that scuba diving, snorkeling or other watersports activity (including boat transportation) is at my own risk and I hereby release CARIBBEAN SEA SPORTS N.V., CURACAO MARRIOTT BEACH RESORT & EMERALD CASINO, RIF RESORT HOTEL N.V., MARRIOTT INTERNATIONAL, INC, CCR HOTEL MANAGEMENT N.V. DBA HILTON CURACAO and its officers and employees, agents, or assigns, and save them harmless from all claims, loss, damage, injury and liability arising from any injury and /or illness sustained by me while engaged in diving, snorkeling or any water sports, caused or occasioned by reason of the perils or dangers of the sea or by reason of the act, omission, negligence, or default of any other diver, divers, snorkeler or snorkelers, person or persons engaged in water sports or as a consequence of illness or disease or disability which renders such person or persons unfit for diving, snorkeling, or any water sports.

This agreement shall be determined according to the laws of Curacao and shall be adjudicated in the courts of Curacao to the exclusion of any other courts.

I FULLY UNDERSTAND THAT I FOREVER GIVE UP ANY RIGHT TO SUE OR MAKE A CLAIM AGAINST THE RELEASEES IF I SUFFER INJURY OR DAMAGE EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THE INJURY OR DAMAGE MAY BE. I HEREBY PERSONALLY ASSUME ALL RISKS WHETHER FORESEEN OR UNFORESEEN IN CONNECTION WITH THE ACTIVITY OR ANY ACTIVITIES INCIDENTAL THERETO, I FULLY UNDERSTAND AND AGREE THAT THESE TERMS ARE CONTRACTUAL AND NOT A MERE RECITATION AND THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT.

I HEREBY ACKNOWLEDEGE THAT I HAVE READ THE WAIVER AND RELEASE, UNDERSTAND THE TERMS AND THEIR LEGAL EFFECT AND MY SIGNING CONSTITUTES RELEASE OF VALUABLE RIGHTS,

Signature of Diver

Date

Signature of parent or guardian
(Where Applicable)

Witness