



DIVE WITH MARTIN CORPORATION, S.A. de CV
 COZUMEL PHONE: (987) 872-2610 / FAX (987) 872-0982
 E-MAIL: divewithmartin@gmail.com WEBPAGE: www.divewithmartin.com

DIVER'S APPLICATION AND LIABILITY FORM

PADI Facility 18862

Universal Facility 1545 u

NAME:		EMAIL:	
HOME ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:
HOME PHONE:		ALTERNATE PHONE:	
SHIP/HOTEL/HOUSE NAME:			
CABIN #/ROOM #/HOUSE PHONE:			
CERTIFICATION AGENCY:		CERTIFICATION NUMBER:	
HIGHEST CERTIFICATION LEVEL:		DATE OF LAST DIVE:	
DO YOU HAVE ANY MENTAL OR PHYSICAL IMPAIRMENTS?		YES	NO
IF YES, DESCRIBE:			
ARE YOU TAKING ANY PRESCRIPTION MEDICATIONS?		YES	NO
IF YES, FOR WHAT?			
IF YES TO PREVIOUS TWO QUESTIONS, HAVE YOU BEEN RELEASED TO DIVE BY A PHYSICIAN?		YES	NO
EMERGENCY CONTACT:		RELATIONSHIP:	
EMERGENCY CONTACT PHONE:			

STATEMENT OF UNDERSTANDING AND WAIVER

As a diver with Dive with Martin, I will:

1. Be in good mental and physical condition for diving at all times.
2. Avoid being under the influence of alcohol or drugs while diving. Dive with Martin staff may disqualify me from the dive if I am still under the influence or have a hangover.
3. Engage only in diving activities consistent with my training, comfort, and experience.
4. Listen carefully to the dive briefings and respect the advice of the divemasters supervising my activities.
5. Adhere to the buddy system throughout every dive.
6. Observe local diving rules of the National marine park and pay a \$2 US per day marine park fee.
7. Never exceed the depth or time limitations planned by the divemasters and never exceed 130 feet under any circumstances.
8. Ascend no faster than 30 feet per minute and do a five (5) minute safety stop at fifteen (15) feet on all dives.
9. Make any necessary diving cancellations at least four (4) hours before the scheduled date and dive time to receive credit for these dives. All no shows and late cancellations will not be refunded or credited.
10. Understand that the failure to respect Cozumel's fragile reef systems by deliberately touching the reef could result in the premature TERMINATION of my planned dives.

I, _____, (PRINT NAME) have read, fully understand and will conform with all of the above statements. It is my intention to exempt and release Dive with Martin Corporation, S.A. de C.V. and all the agents associated from all liability whatsoever for personal injury, wrongful death or property loss or damage.

DIVING EQUIPMENT RENTAL (indicate with X or size): BCD SIZE (_____) REGULATOR (_____) FINS SIZE (_____) WET SUIT SIZE (_____) WEIGHT BELT (_____) DIVE LIGHT (_____)

SPECIAL INTEREST DIVING -- (indicate with an X): *we need a minimum of 6 divers for these trips and you must be an experienced and/or an advanced level diver:* MARACAIBO REEF (_____) PUNTA SUR (_____) DEVIL'S THROAT (_____) BARRACUDA/SAN JUAN REEF (_____)



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LIABILITY RELEASE AND ASSUMPTION OF RISK

I, _____, (PRINT NAME) understand and agree that neither my Dive with Martin guide(s), divemasters or instructors; Dive with Martin Corporation S.A. de C.V.; PADI International Incorporated; NAUI facility or SSI facility or any of their respective employees, officers, or agents; Vacation Connection, Diving Adventures, Scuba Holiday, Royal Tours, Lake Air Scuba, Lomas Travel, Fantasy Travel, Olympus Tours, John Carberry, Paddi Davies, John Killoran, Toadfish Tours, LLC, Hacienda San Miguel, Vista Del Mar Hotel (Cozumel, Mexico) (hereinafter referred to as Release Parties), 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 scuba diving or as a result of the negligence of any party, including the Release Parties, whether passive or active. I further agree that any and all suits or claims against above operator will be disputed only in the Mexican United States (Estados Unidos Mexicanos), accepting the rules, laws, and regulations of the Mexican Republic. NO complaint suits demands will be filed in any other country regardless of the client's country of origin or address. I accept the rules and the counts of the home of the operator (Estados Unidos Mexicanos) as the governing agency for all disputes of any kind.

DIVE WITH MARTIN CORPORATION S.A. de C.V. OR ITS AGENCIES

SIGNATURE OF ACCEPTANCE OF ABOVE STATEMENT _____ DATE: _____
(TYPED OR WRITTEN SIGNATURE)

I, _____, (PRINT NAME) further understand that diving with compressed, and any mixture of oxygen and nitrogen (NITROX), air involves certain inherent risks. Decompression sickness, embolism, or hyperbaric injuries can occur that require treatment in a recompression chamber. I still choose to participate in certified scuba diving.

In consideration for being allowed to participate in certified scuba diving, I hereby personally assume all risk in connection with certified scuba diving, for any harm, injury or damage that may befall me while I am participating in certified scuba diving, including all risk connected therewith, whether foreseen or unforeseen.

Signify your agreement with the following statement with your initials.

_____ I further hold harmless Release Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in certified scuba diving, including both claims arising during certified scuba diving and after participating.

_____ I also understand that scuba diving is a strenuous activity and that I will be exerting myself during certified scuba diving, and 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 aforementioned individuals, companies or agencies responsible for 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 legal guardian.

_____ I understand that the terms of herein are contractual and not a mere recital, and that I have signed this document of my own free act.

It is the intention of _____, (PRINT NAME) by this instrument to exempt and release any and all related entities as defined above, from all liability or responsibility whatsoever. I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

SIGNATURE OF PARTICIPANT _____
(TYPED OR WRITTEN SIGNATURE)

SIGNATURE OF LEGAL GUARDIAN _____